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

TUESDAY, APRIL 1, 2025
AT 5:00 P.M.

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

CITY COUNCIL

William K. Rounds, Mayor
Joe Angel Zamora, Mayor Pro Tem
Annette Rodriguez, Councilmember
Juanita Martin, Councilmember
John M. Mora, Councilmember

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Rick Olivarez

CITY STAFF

Assistant City Manager	**Nicholas Razo**
Fire Chief	**Chad Van Meeteren**
Police Chief	**Aviv Bar**
Director of Community Development	**Cuong Nguyen**
Director of Community Services	**Maricela Balderas**
Director of Finance	**Lana Dich**
Director of Parks & Recreation	**Gus Hernandez**
Director of Police Services	**Arlene Salazar**
Director of Public Works	**James Enriquez**
City Clerk	**Fernando N. Muñoz**

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at City Hall – City Council Chambers, 11710 E. Telegraph Road, Santa Fe Springs, California. The meeting will be live streamed on the City's YouTube Channel and can be accessed on the City's website via the following link:
https://santafesprings.gov/city_council/city_council_meetings/index.php

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, 2025, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than $500 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Public Comments: 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 on the day of the meeting, please fill out a speaker card provided at the door and submit it to City Clerk staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.gov. 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.

Council Meeting Start Times: If there is a closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 5:00 p.m. and open session shall start at 6:00 p.m. If there is no closed session or study session scheduled on the agenda, the regular meeting shall be scheduled to start at 6:00 p.m.

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS
At this time, the general public may address the City Council on closed session items *only*. 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 City Council.

1. **CLOSED SESSION**
   CONFERENCE WITH LEGAL – ANTICIPATED LITIGATION: One Matter
   (Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1))

CLOSED SESSION REPORT

REGULAR SESSION – BEGINNING AT 6:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

2. **PROCLAIMING THE MONTH OF APRIL 2025 AS "DONATE LIFE MONTH" (CITY MANAGER)**

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA & NON-PUBLIC HEARING AGENDA ITEMS
At this time, the general public may address the City Council on both non-agenda *and* non-public hearing agenda items. Comments relating to public hearing items will be heard during the public hearing. 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 City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

3. **APPROVAL AND AUTHORIZATION OF THE SALE OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY 2025 SPECIAL PARCEL TAX REVENUE**

BONDS (MEASURE SFS), RELATED OFFICIAL STATEMENT, LEGAL AND FINANCING AGREEMENTS, AND CERTAIN RELATED ACTIONS (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds;

2) Approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Financing Agreement, and Preliminary Official Statement (POS);

3) Take such additional, related, action(s) that may be necessary.

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds;

2) Approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Indenture of Trust, Financing Agreement, Bond Purchase Agreement, Financing Agreement and Preliminary Official Statement (POS);

3) Take such additional, related, action(s) that may be necessary.

OLD BUSINESS – NONE

REGULAR BUSINESS

4. NAMING OF THE AQUATIC CENTER (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Take such additional, related, action that may be desirable.

5. CONTRACT WITH PHOENIX DECORATING COMPANY FOR PARTICIPATION IN THE PASADENA TOURNAMENT OF ROSES (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize a contract with Phoenix Decorating Company (Phoenix), in an amount not to exceed $600,000 for Pasadena Tournament of Roses (Rose Parade) services for 2026, 2027, and 2028 in an agreement approved by the City Attorney; and

2) Allocate $200,000 for Fiscal Year 2024-2025 in Art in Public Places special fund monies to the Public Art & Art Education activity for expenditures related to the

design, production, storage, and operation of the 2026 City of Santa Fe Springs Rose Float entry; and

3) Authorize Phoenix to apply, on behalf of the City of Santa Fe Springs, for entry into the 2026, 2027, and 2028 Rose Parades; and

4) 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.

HOUSING SUCCESSOR

6. MINUTES OF THE MARCH 4, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

7. MINUTES OF THE MARCH 4, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

8. MINUTES OF THE MARCH 4, 2025 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

9. SECOND READING OF ORDINANCE NO. 1155 – AMEND SECTION 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 1155:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155

2) Take such additional, related action that may be desirable.

10. AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR THE DOWNTOWN SPECIFIC PLAN (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize staff to advertise the Request for Proposals (RFP) for the Downtown Specific Plan; and

2) Take such additional, related action that may be desirable.

11. AUTHORIZE BID AWARD FOR AS-NEEDED ITEMS FOR IRRIGATION SYSTEMS MAINTENANCE AND REPAIRS (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize awarding an annual blanket purchase order to SiteOne Landscape Supply, LLC (SiteOne) in the not-to-exceed amount of $80,000 per fiscal year through June 30, 2027; and

2) Authorize the City Manager to take any further necessary actions regarding this matter.

12. APPROVE INCREASING THE BLANKET PURCHASE ORDER TO SOCAL AUTO & TRUCK PARTS DBA NAPA AUTO PARTS AND ISSUING A PURCHASE ORDER FOR FISCAL YEAR 2025 - 26 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize increasing the City's existing blanket purchase order to Socal Auto & Truck Parts DBA NAPA Auto Parts (NAPA Auto) to $250,000 for items to perform vehicle and equipment maintenance and repairs; and

2) Authorize issuing a City-wide blanket purchase order to NAPA Auto for Fiscal Year 2025 – 26 in the amount of $275,000; and

3) Designate the authority to the City Manager to increase the blanket purchase order by $50,000 each year, if needed; and

4) Take such additional, related action that may be desirable.

13. APPROVE ISSUING A PURCHASE ORDER AND PSA TO LEHR AUTO (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize issuing a purchase order to LEHR Auto in the amount of $109,230 for the items and services necessary to upfit four (4) police vehicles;

2) Approve the attached agreement with LEHR Auto in an amount that shall not exceed $150,000 per fiscal year through June 30, 2027; and

3) Take such additional, related action that may be desirable.

14. AUTHORIZE BID AWARDS FOR WATER DISTRIBUTION SYSTEM ITEMS AND SUPPLIES (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize awarding an annual blanket purchase order to Aqua-Metric Sales Company (Aqua-Metric) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

2) Authorize awarding an annual blanket purchase order to Core & Main LP (Core & Main) in the not-to-exceed amount of $75,000 per fiscal year thru June 30, 2028; and

3) Authorize awarding an annual blanket purchase order to Ferguson US Holding, Inc. (Ferguson) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

4) Authorize awarding an annual blanket purchase order to S&J Supply Co, Inc. (S&J) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

5) Authorize awarding an annual blanket purchase order to Western Water Works Supply Company (Western) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

6) Authorize awarding an annual blanket purchase order to Yardley-Orgill (Yardley-Orgill) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

7) Authorize the City Manager to take any further necessary actions regarding this matter.

15. HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9949 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9949, ordering the preparation of the Engineer's Report for Fiscal Year 2025/26 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive); and

2) Take such additional, related action that may be desirable.

16. STREET LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9948 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9948, ordering the preparation of the Engineer's Report for Fiscal Year 2025/26 in conjunction with the annual levy of assessments for Street Lighting District No. 1; and

2) Take such additional, related action that may be desirable.

17. FIRE STATION HEADQUARTERS OFFICE RENOVATION – ADDITIONAL APPROPRIATION OF FUNDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Appropriate an additional $200,000 from the Utility Users Tax (UUT) to the Fire Station Headquarters Office Renovation (PW250007); and

2) Take such additional, related action that may be desirable.

18. ON-CALL PROFESSIONAL ENGINEERING SERVICES – APPROVE CONTRACT AMENDMENT NO. 1 (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to the On-Call Professional Engineering Services Contract Agreements with Onward Engineering and Coast Surveying Inc., providing a 1-year term extension and revising the expiration date to April 6, 2026; and

2) Authorize the City Manager to execute the amendment with each of the consultant firms; and

3) Take such additional, related, action that may be desirable.

19. ON-CALL TREE MAINTENANCE SERVICES – AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize City Staff to advertise an RFP for On-Call Tree Maintenance Services on Planet bids; and

2) Approve Amendment Number 2 to the Agreement with West Coast Arborists, extending the current contract for 90 days to terminate on August 14, 2025, for an additional not-to-exceed fee of $40,000; and

3) Take such additional, related, action that may be desirable.

20. AUTHORIZE TRANSFER OF FUNDS FROM HERITAGE ARTS FUND TO AUDIO/VISUAL PROJECT FUND (PARKS & RECREATION)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize a transfer from the Heritage Arts Fund (Fund 2510) to the Capital Project Fund 4154 (Project Number CS250001) Audio and Visual Equipment Upgrades in the amount of $200,000; and

2) Authorize an appropriation adjustment to account 4154 Project Number CS250001 (Audio and Visual Equipment Upgrades) for art-related enhancements; and

3) Take such additional, related action that may be desirable.

21. AUTHORIZATION TO AWARD CITY WEBSITE DEVELOPMENT RFP 25-6 TO CIVICPLUS (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the award of RFP 25-6 to CivicPlus for City Website Development; and

2) Authorize a contract with CivicPlus, in an amount not to exceed $125,291, for a three-year term in an agreement approved by the City Attorney; and

3) Take such additional, related action that may be desirable.

22. STATE HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE OF XPLORIR HANDHELD GAS/VAPOR DETECTOR IDENTIFICATION SYSTEM (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Award of purchase to Hazmat Resource Inc., in the amount of $57,128.50 for XPLORLR Handheld Gas Identification System; and

2) Take such additional, related, action that may be desirable.

23. STATE HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE OF ATTACKPRO VRS THERMAL IMAGING CAMERAS AND RELATED EQUIPMENT (FIRE)

RECOMMENDATION: It is recommended that the City Council:

1) Award of purchase to Municipal Emergency Services in the amount of $72,527.12 for AttackPRO VRS Thermal Imaging Cameras and Related Equipment; and

2) Take such additional, related, action that may be desirable.

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

I, Fernando N. Muñoz, 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.gov; 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.

ITEM # 3

CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor/Chair and City Council Members/Board Members

FROM: René Bobadilla, P.E., City Manager/Executive Director

BY: Lana Dich, Director of Finance

SUBJECT: **APPROVAL AND AUTHORIZATION OF THE SALE OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY 2025 SPECIAL PARCEL TAX REVENUE BONDS (MEASURE SFS), RELATED OFFICIAL STATEMENT, LEGAL AND FINANCING AGREEMENTS, AND CERTAIN RELATED ACTIONS**

DATE: April 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds;

2) Approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Financing Agreement, and Preliminary Official Statement (POS);

3) Take such additional, related, action(s) that may be necessary.

It is recommended that the Public Financing Authority:

1) Approve the sale and delivery of the 2025 Special Parcel Tax Revenue Bonds;

2) Approve, authorize and direct the execution and delivery of, the required legal, financial and disclosure documents, including: Resolution, Indenture of Trust, Financing Agreement, Bond Purchase Agreement, Financing Agreement and Preliminary Official Statement (POS);

3) Take such additional, related, action(s) that may be necessary.

FISCAL IMPACT

The City had previously funded the costs of certain road improvements from the City's General Fund reserves. With the passage of Measure SFS, the City intends to utilize such monies to fund various road improvements that primarily service commercial and industrial traffic throughout the City.

A portion of the Measure SFS monies are to be dedicated to pay debt service on the proposed bonds - Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements), the ("2025 Bonds"). No other City revenues have been pledged as a source of repayment on the 2025 Bonds; and therefore, the 2025 Bonds are not expected to have a financial impact on the City's General Fund.

BACKGROUND

The Public Works Department identified $116 million in repairs for roads servicing commercial and industrial properties. The City worked in conjunction with key business leaders and the City of Santa Fe Springs Chamber of Commerce to promote a parcel tax to help fund these costs. Measure SFS passed this past November with an approximately 77% approval from the voters.

Measure SFS, which is not collected on residential properties, places an annual tax equal to 7.0 cents per square foot on commercial parcels and 3.5 cents on industrial and vacant parcels. The parcel tax is expected to generate approximately $6.0 million each year and will be adjusted each year for inflation at a rate equal to 2.0% per annum.

A significant portion of the City's roads are in fair or good-to-fair condition. However, if the maintenance and repair of these roads is allowed to lapse, road conditions will deteriorate, and the costs of repair can increase up to 50%.

The City anticipates funding these various road improvements with a combination of pay-go (i.e., cash) and tax-exempt bonds. One of the primary benefits of issuing tax-exempt bonds is the ability to accelerate capital improvements to prevent additional costs of deferred maintenance.

Upon approval, the City will issue the first series of bonds in connection with Measure SFS in April 2025. The 2025 Bonds are expected to generate $32 million in bond proceeds: $30 million in project costs plus a $2.0 million in contingency.

The City previously approved a reimbursement resolution that allows the City to reimburse itself with tax-exempt bond proceeds for capital expenditures made 60 days prior to the adoption of the resolution 9939 on December 10, 2024.

ANALYSIS

The parcel tax will has been placed on the Los Angeles County Property Tax Roll in August of 2025, which will subsequently commence generating tax revenues in November 2025. The first interest payment on the bonds will be on December 1, 2025. The final maturity on the bonds will be June 1, 2050, which matches the sunset date for Measure SFS.

The resolution contemplates a maximum true interest cost of 5.0% with a not-to-exceed authorization amount of $35 million This par value exceeds the current financial projections in our Good Faith Estimate of $33.6 million. A larger authorization amount has been requested to provide additional flexibility in the event of unforeseen circumstances or to take advantage of favorable market conditions.

ENVIRONMENTAL

N/A

DISCUSSION

Preliminary Official Statement and Continuing Disclosure Certificate Agreement. The Preliminary Official Statement (POS) includes all material information concerning the 2025 Bonds and the City required for potential investors to make an informed investment decision.

The POS has been prepared with the assistance of Best Best & Krieger LLP, as disclosure counsel to the City. Included as an exhibit to the POS is the form of Continuing Disclosure Agreement, pursuant to which the Authority will provide its audited financial statements and certain other listed information to the investment community in the future.

Bond Rating - The City does not have any General Fund debt (bonds) outstanding. The Water Department issued bonds in 2013 and 2018, for which it obtained an A underlying credit rating from Standard & Poor's (S&P). which is considered a 'high investment grade" rating.

On March 17th, the City traveled to San Francisco to present a rating presentation to Moody's Investor Service. The (40-page) presentation was generally well received. We anticipate that the City can obtain a similar or higher bond rating. However, the rating will not be released until March 31st.

Good Faith Estimate - California Senate Bill 450 (Hertzberg – 2017) requires the governing body of a local agency to obtain and disclose the following information, prior

to the authorization of long-term obligations such as the 2025 Bonds, in a public meeting. This information is provided as follows:

1. **True interest cost of the 2025 Bonds**: *the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price (premium/discount) received for the new issue.*

   The 2025 Bonds are scheduled to be sold the following week (on or about April 8, 2025). Based on current interest rates, as of March 12, 2025, the expected True Interest Costs on the 2025 Bonds is expected to be approximately 4.34%.

   The bonds will be priced the week before the IRS tax filing deadline (April 15th) to avoid market distortions impacted by this event.

   The Federal Open Markets Committee (FOMC) held a meeting on March 19th but did not cut interest rates. The Federal Reserve is not expected to take any action at the upcoming FOMC meeting in May. It is important to note, however, that interest rates could move dramatically due to unexpected (external) political or economic events.

2. **Finance charge of the 2025 Bonds**: the sum of all fees and charges paid to third parties (cost of issuance, plus underwriter's discounts, and bond insurance, if applicable).

   *The expected cost of issuance on the 2025 Bonds will be approximately **$295,000.** There are no other direct or third-party fees associated with this sale.*

   The bond underwriter's discount is expected not-to-exceed $6.50 per bond, including expenses.

   The 2013 Water Revenue Bonds, which carried an "A" underlying bonds rating, obtained a municipal bond insurance policy from Assured Guaranty, which lent their AA rating to the bonds.

   The Good Faith Estimated was conservatively based on a A-rated issue, without bond insurance. Upon the release of the rating for the 2025 Bonds from Moody's Investor Service on March 31st, the finance team will determine if the bonds will benefit from a "AA" municipal bond insurance policy.

3. **Amount of proceeds received for sale of the 2025 Bonds**: *the proceeds of the 2025 Bonds net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the 2025 Bonds.*

The City anticipates selling $33,605,000 in 2025 Bonds, when combined with a bond premium of $1,453,395, the City will receive $32 million in net project costs (includes a $2 million contingency). The remaining bond proceeds will be used to pay $295,000 in cost of issuance and $218,433 in bond underwriting fees, plus a debt service reserve fund (DSR) equal to approximately $2,544,772.

4. **Total payment amount**: *the sum total of all debt service payments on the 2025 Bonds calculated to the final maturity, plus the fees and charges paid to third parties not paid with the proceeds of the 2025 Bonds. (for example, arbitrage rebate, continuing disclosure, and trustee fees).*

   The total projected principal and interest costs are projected to be $58,006,247.

Financing Team – Approval of the attached resolution has also approves the financing team:

Bond Underwriter - Cabrera Capital Markets which will sell the bonds to institutional investors via a negotiated sale.

Financial Advisor - Kosmont Financial Services which will serve as the City's financial advisor to ensure fair market pricing.

Bond Counsel - Best, Best & Krieger LLP which has prepared the requisite legal and disclosure bond documents and will deliver the necessary tax and legal opinions required for the issuance of tax-exempt bonds.

Trustee – U.S. Bank Trust Company, National Association will serve as the trustee and paying agent on the bonds until maturity.

SUMMARY/NEXT STEPS

If approved, it is recommended that the Finance Department commence plans for the sale of the 2025 Bonds next week and construction of new commercial road improvements immediately.

ATTACHMENT(S):

A. Authority Resolution 9956
B. City Resolution 9957
C. Indenture
D. Financing Agreement
E. Preliminary Official Statement (including Continuing Disclosure Agreement)
F. Bond Purchase Agreement

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

RESOLUTION NO. 9956

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS APPROVING, AUTHORIZING, AND DIRECTING THE EXECUTION OF A FINANCING AGREEMENT, APPROVING THE ISSUANCE OF BONDS AND AN OFFICIAL STATEMENT, AND DIRECTING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE SANTA FE SPRINGS ROAD IMPROVEMENT PROJECT

WHEREAS, the City of Santa Fe Springs and the Redevelopment Agency of the City of Santa Fe Springs (as succeeded by the Successor Agency to the Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency")) entered into that certain Joint Powers Agreement, dated as of August 24, 1989 (the "Joint Powers Agreement"), establishing the Santa Fe Springs Public Financing Authority (the "Authority") for the purpose, among others, of having the Authority issue its bonds to be used to finance the acquisition, construction and improvement of certain public capital improvements; and

WHEREAS, the Joint Powers Agreement was subsequently amended to add the Housing Authority of the City of Santa Fe Springs as a party to the Joint Powers Agreement and remove the Successor Agency; and

WHEREAS, in November 2024, the City of Santa Fe Springs (the "City") placed on the ballot Measure SFS: Road Repair Parcel Tax Measure ("Measure SFS") which authorized a special parcel tax levy (the "Parcel Taxes") to be used to finance the acquisition, construction and improvement of road work and related infrastructure (the "Project"); and

WHEREAS, Measure SFS was approved by 76.72% of the voters of the City; and

WHEREAS, the Authority at this time desires to issue its 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements) (the "Bonds") under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") pursuant to that certain Indenture of Trust, dated as of April 1, 2025 (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and secured by the Parcel Taxes; and

WHEREAS, pursuant to the Indenture, the Authority has provided for the issuance of the Bonds; and

WHEREAS, pursuant to that certain Financing Agreement, dated as of April 1, 2025 (the "Financing Agreement"), by and between the City and the Authority, the City will pay to the Trustee under the Indenture the Parcel Taxes to pay debt service on the Bonds; and

WHEREAS, an Official Statement containing, among other things, information relating to the City has been prepared and is to be used in connection with the marketing and sale of the Bonds by the underwriter of the Bonds (the "Underwriter"); and

WHEREAS, there have been presented at this meeting forms of the Preliminary Official Statement and the Financing Agreement; and

WHEREAS, pursuant to Section 6586.5 of the California Government Code, and following proper publication of notice, this City Council (the "City Council") has held a public hearing on the financing of the Project and the public benefits of such financing; and

WHEREAS, the City has duly considered such transactions and wishes at this time to approve said transactions in the public interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AS FOLLOWS:

Section 1. The City Council hereby finds that the financing of the Project through the issuance of the Bonds will result in savings in effective interest rates, bond underwriting costs and bond issuance costs and thereby result in significant public benefits to the citizens of the City within the contemplation of Section 6586 of the California Government Code.

Section 2. The proposed form of the Financing Agreement, as presented to this meeting, is hereby approved. The Mayor, City Manager, and Finance Director, or any of their designees (the "Authorized Officers") are each hereby authorized and directed, for and on behalf of the City, to execute, acknowledge and deliver the Financing Agreement, in substantially the form presented to this meeting, with such changes therein as an Authorized Officer may require or approve, with the advice and approval of Bond Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The form of Preliminary Official Statement as presented to this meeting is hereby approved. The use and distribution of said Preliminary Official Statement and use and distribution of the final Official Statement in connection with the sale of the Bonds is hereby ratified and approved. The Authorized Officers are hereby authorized and directed, for and on behalf of the City, to approve, and to deem nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the portions of the Preliminary Official Statement for the Bonds which describe the City and its obligations to the Authority, including any assignee of the Authority.

Section 4. The City Council hereby approves the acquisition, construction and improvement of the Project, subject to any such further environmental approvals as may be required, and the issuance of the Bonds by the Authority.

Section 5. The Authorized Officers and City staff are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, certificates, or agreements, which in consultation with the Authority's Bond Counsel, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, including but not limited to any matters relating to the purchase of a municipal bond insurance or reserve fund policy by the Authority. Any and all such actions previously taken by such Authorized Officers or staff members are hereby ratified and confirmed.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council for the City of Santa Fe Springs on April 1, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 9957

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL PARCEL TAX REVENUE BONDS, AUTHORIZING AND DIRECTING THE EXECUTION OF A FINANCING AGREEMENT, AN INDENTURE OF TRUST, A CONTINUING DISCLOSURE AGREEMENT, A BOND PURCHASE AGREEMENT AND AN OFFICIAL STATEMENT, AND DIRECTING CERTAIN RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Santa Fe Springs and the Redevelopment Agency of the City of Santa Fe Springs (as succeeded by the Successor Agency to the Redevelopment Agency of the City of Santa Fe Springs (the "Successor Agency")) entered into that certain Joint Powers Agreement, dated as of August 24, 1989 (the "Joint Powers Agreement"), establishing the Santa Fe Springs Public Financing Authority (the "Authority") for the purpose, among others, of having the Authority issue its bonds to be used to finance the acquisition, construction and improvement of certain public capital improvements; and

WHEREAS, the Joint Powers Agreement was subsequently amended to add the Housing Authority of the City of Santa Fe Springs as a party to the Joint Powers Agreement and remove the Successor Agency; and

WHEREAS, in November 2024, the City of Santa Fe Springs (the "City") placed on the ballot Measure SFS: Road Repair Parcel Tax Measure ("Measure SFS") which authorized a special parcel tax levy (the "Parcel Taxes") to be used to finance the acquisition, construction and improvement of road work and related infrastructure (the "Project"); and

WHEREAS, Measure SFS was approved by 76.72% of the voters of the City; and

WHEREAS, the Authority at this time desires to issue its 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements) (the "Bonds") under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") and secured by the Parcel Taxes; and

WHEREAS, the Authority has determined that the approval of financing for the Project is not "a project" within the meaning of the California Environmental Quality Act; and

WHEREAS, the Authority proposes to sell the Bonds to Cabrera Capital Markets, LLC (the "Underwriter") for offer and sale by the Underwriter to members of the general public, and in connection with the offering of the Bonds, the Authority has caused to be prepared an Official Statement describing, among other things, the Authority, the City, the Indenture, the Financing Agreement, the Parcel Taxes, the Project, and the Bonds, a preliminary form of which has been presented at this meeting and is on file with the Secretary of the Authority; and

WHEREAS, the Bonds will be sold pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") to be dated the date of sale, between the Authority and the Underwriter; and

WHEREAS, Section 5852.1 of the Government Code of the State of California ("Section 5852.1") provides that the Authority shall obtain from an underwriter, financial advisor, or private lender and disclose, in a meeting open to the public prior to authorization of the issuance of the Bonds, good faith estimates of (a) the true interest cost of the Bonds, (b) the finance charge of the Bonds, meaning the sum of all fees and charges paid to third parties, (c) the amount of proceeds of the Bonds received less the finance charge described above and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds; and

WHEREAS, in accordance with Section 5852.1, the Authority has obtained such good faith estimates from Kosmont Financial Services, LLC, the Authority's municipal advisor (the "Municipal Advisor"), and such estimates are disclosed in Exhibit A attached hereto; and

WHEREAS, the Board of Directors of the Authority (the "Board") wishes at this time to authorize all proceedings relating to the issuance of the Bonds to acquire, construct and improve the Project, and to approve the execution and delivery of all agreements and documents relating thereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Santa Fe Springs Public Financing Authority as follows:

Section 1. Findings and Determinations. Pursuant to Section 6500 *et seq.* of the Government Code of the State of California, the Board hereby finds and determines that the issuance of the Bonds will result in savings in effective interest rates, bond underwriting costs and bond issuance costs and thereby result in significant public benefits to the City within the contemplation of Section 6586 of the Bond Law.

Section 2. Issuance of Bonds; Approval of Indenture. The Board hereby authorizes the issuance of the Bonds, in a maximum principal amount not to exceed $35,000,000. The Bonds shall be issued pursuant to that certain Indenture of Trust, currently dated as of April 1, 2025 (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Board hereby approves the Indenture in the form presented to the Board at this meeting. The Chairperson, Vice Chairperson, the Executive Director, the Treasurer or such other person or persons as any one of them may designate (collectively, the "Authorized Officers") are each, alone, hereby authorized and directed to execute the Indenture, for and in the name and on behalf of the Authority, in such form, together with any additions or omissions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with general counsel to the Authority ("General Counsel") and Bond Counsel, and the Secretary of the Board is hereby authorized and directed to attest the final form of the Indenture for and in the name and on behalf of the Authority. The Board hereby authorizes the delivery and performance by the Authority of the Indenture.

Section 3. Approval of Financing Agreement. The proposed form of the Financing Agreement, dated as of April 1, 2025 (the "Financing Agreement"), by and between the Authority and the City, as presented at this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for and on behalf of the Authority, to execute, acknowledge and deliver the Financing Agreement, in substantially the form presented to this meeting, with such changes, additions and omissions thereto as such Authorized Officer may require or approve, with the advice and approval of General Counsel to the Authority and Bond Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Bond Purchase Agreement. The Authority hereby authorizes the sale of the Bonds to the Underwriter pursuant to and in accordance with the Bond Purchase Agreement, in substantially the form on file with the Secretary and presented at this meeting, together with any additions or omissions thereto or changes therein approved by an Authorized Officer, the execution thereof to be conclusive evidence of such approval. The Authority hereby delegates, to each of the Authorized Officers alone, the authority to accept an offer from the Underwriter to purchase the Bonds from the Authority pursuant to the Bond Purchase Agreement; provided, however, that the true interest cost with respect to the Bonds shall not exceed 5.00%, the principal amount shall not exceed $35,000,000, the amount of Underwriter's discount for the Bonds shall be not more than 0.65% of the aggregate principal amount thereof, and the final maturity shall not exceed June 1, 2050.

Section 5. Official Statement. The Board hereby approves the Preliminary Official Statement in the form presented at this meeting. The Authorized Officers are each, alone, hereby authorized and directed to execute a final Official Statement (the "Official Statement"), for and in the name and on behalf of the Authority, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Bond Counsel. The Board hereby authorizes and directs the Underwriter to distribute copies of said Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and to deliver copies of the Official Statement to all actual purchasers of the Bonds. The Board hereby authorizes the delivery by the Authority of the Official Statement.

The Authorized Officers are each hereby authorized and directed to execute a certificate or certificates to the effect that the Preliminary Official Statement was deemed "final" as of its date for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, and the Authorized Officers are each hereby authorized to so deem such statement final.

Section 6. Approval of Continuing Disclosure Agreement. The proposed form of the Continuing Disclosure Agreement, currently dated as of April 1, 2025 (the "Continuing Disclosure Agreement"), between the Authority and a dissemination agent to be selected, as presented to this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for an on behalf of the Authority, to execute, acknowledge and deliver the Continuing Disclosure Agreement, in substantially the form presented to this meeting, with such changes, additions and omissions thereto as such Authorized Officer may require or

approve, with the advice and approval of General Counsel to the Authority and Bond Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. Financial Covenants. Notwithstanding anything to the contrary in this Resolution, the Authority, with the advice of the Municipal Advisor, General Counsel and Bond Counsel to the Authority, may modify the financial covenants and requirements set forth in the Indenture and Financing Agreement, including, but not limited to, the additional bonds test and a reserve fund, if any, for the Bonds, to the extent such revisions are deemed necessary or desirable by the Authority for the issuance of the Bonds based on advice from the Municipal Advisor, General Counsel and Bond Counsel; provided, however, that any such modifications or revisions shall not materially increase the financial or operational risks to the Authority and shall otherwise be subject to the terms hereof.

Section 8. Official Actions. The Authorized Officers, and any and all other officers of the Authority, are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions, including execution and delivery of any and all documents, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution, including but not limited to a certificate as to continuing disclosure obligations and any matters relating to the purchase of a municipal bond insurance or reserve fund policy by the Authority. Whenever in this Resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable. Any and all such actions previously taken by such Authorized Officers or staff members are hereby ratified and confirmed.

Section 9. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

ADOPTED AND APPROVED BY THE SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY, this 1st day of April, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Chairperson

ATTEST:

_____
Secretary

I hereby certify that the above Resolution No. _____ was duly introduced, read and adopted by the Authority at a regular meeting held on April 1, 2025.

By: _____
Secretary

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the Authority by the Municipal Advisor in consultation with the Underwriter.

Principal Amount. The Municipal Advisor has informed the Authority that, based on the financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $33,605,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.34%.

Finance Charge. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $295,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the Authority for the sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserve fund paid or funded with proceeds of the Bonds $32,000,000.

Total Payment Amount. The Municipal Advisor has informed the Authority that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $58,006,247.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of

such estimates, (e) other market conditions, or alterations in the financing plan or finance charges, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the Authority based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Authority.

INDENTURE OF TRUST

by and between

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

Dated as of [DATE]

Relating to:

$[PAR AMOUNT]
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
2025 SPECIAL PARCEL TAX REVENUE BONDS
(SANTA FE SPRINGS ROAD IMPROVEMENTS)

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INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") dated as of [DATE], is by and between the SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), and U.S. Bank Trust Company, National Association, a national banking association organized and existing under and by virtue of the laws of the United States, as trustee (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of paying and refinancing the cost of public capital improvements within the State of California, including road and infrastructure improvements (the "Project"); and

WHEREAS, in November 2024, the City of Santa Fe Springs (the "City") placed on the ballot Measure SFS: Road Repair Parcel Tax Measure ("Measure SFS") which authorized a special parcel tax levy (the "Parcel Taxes") to be used to finance the acquisition, construction and improvement of road work and related infrastructure the Project; and

WHEREAS, Measure SFS was approved by 76.72% of the voters of the City; and

WHEREAS, the Authority at this time desires to issue its 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements) (the "Bonds") under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") and secured by the Parcel Taxes; and

WHEREAS, the Authority has entered into that certain Financing Agreement (the "Financing Agreement"), dated as of [DATE], with the City, whereby the City has agreed to contribute Parcel Tax Revenues (defined below) to the Authority to provide funds to pay, among other things, the debt service on the Bonds (the "Parcel Tax Payments"); and

WHEREAS, the Bonds are to be secured by a pledge of and first lien on the Revenues (as defined herein) to the extent received by the Authority from the City pursuant to the Financing Agreement, which Revenues are anticipated to be sufficient in time and amount to pay the principal of and interest on the Bonds; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the Authority has authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal special obligations of the Authority, and to

constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and so declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE 1
DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Indenture and of any indenture supplemental hereto and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Acquisition," "Acquire" or "Acquired" means, with respect to the Project, the acquisition, financing or construction of the Project.

"Acquisition Costs" means, with respect to the Project, the contract price paid or to be paid to the Contractors therefor upon modification, repair, improvement, acquisition, construction, installation or delivery of any portion of the Project and related equipment, if any, in accordance with the purchase order or contract therefor. Acquisition Costs include the costs of site preparation necessary for the installation of the Project, as well as the administrative, engineering, risk management, legal, financial and other costs incurred by the Authority, the City, and the Contractors in connection with the acquisition, construction, delivery and installation of the Project.

"Acquisition Date" means the date when a Certificate of Completion is delivered to the Trustee.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

"Agreement" means that certain Joint Exercise of Powers Agreement, dated as of [DATE], establishing the Authority, as originally executed or as it may from time to time be supplemented, modified or amended as provided therein.

"Authority" means the Santa Fe Springs Public Financing Authority, a joint powers authority organized and existing under the Act and any successor thereto.

"Authorized Representative" means: (a) with respect to the Authority, its Chair, Vice Chair, Executive Director or Secretary, or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by the Executive Director and filed with the Trustee; and (b) with respect to the Trustee, [the Senior Vice President, any Vice President, any Assistant Vice President] or any Trust Officer of the Trustee, and when used with reference to any act or document also means any other person authorized to perform such act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee or the bylaws of the Trustee.

"Bond Counsel" means Best Best & Krieger LLP, Los Angeles, California, and its successors; or any other firm of nationally recognized bond counsel selected by the Authority.

"Bond Law" means Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended from time to time.

"Bonds" means the Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements) issued in the aggregate principal amount of $[PAR AMOUNT] and authorized by, and at any time Outstanding pursuant to, this Indenture.

"Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California, or in any state in which the Office of the Trustee is located, are closed.

"Certificate of Completion" means a certificate of an Authorized Representative of the Authority certifying that all equipment and other property constituting the Project has been acquired, constructed, installed and accepted by the Authority, and that all Acquisition Costs for the Project have been paid.

"City" means the City of Santa Fe Springs, California.

"Closing Date" means the date on which the Bonds are delivered to the Original Purchaser.

"Continuing Disclosure Agreement" means the Authority Continuing Disclosure Agreement, dated as of [DATE], by and between the Authority and the dissemination agent named therein, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Contractors" means the contractors or vendors from whom the Authority has ordered or caused to be ordered, or with whom the Authority has contracted or caused to be contracted for the acquisition, refinancing, repair, improvements or modification of the Project.

"Contracts" means all contracts (including installment purchase agreements, leases and lease-purchase agreements) of the Authority authorized and executed by the Authority under and pursuant to applicable law, the payments of which are payable from Revenues on a parity with the payment of Debt Service on the Bonds.

"Debt Service" means, for any Fiscal Year, the sum of (1) the interest payable during such Fiscal Year on all Bonds, assuming that all Outstanding serial Bonds are retired as scheduled and

that all Outstanding Term Bonds are prepaid from sinking fund payments as scheduled, (2) that portion of the principal amount of all Outstanding serial Bonds payable by their terms during such Fiscal Year, (3) the minimum amount of Term Bonds required to be paid or called and redeemed during such Fiscal Year, together with the redemption premiums, if any, thereon, and (4) the payments and the interest thereon under Parity Bonds, if any, required to be paid during such Fiscal Year; provided that, whenever interest as described herein accrues at other than a fixed rate, such interest shall be assumed to be a rate equal to the greater of (i) the actual rate on the date of calculation, or if the Parity Bond or Contract is not yet outstanding, the initial rate (if established and binding), (ii) if the Parity Bond or Contract has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (x) if interest on the Parity Bond or Contract is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published *The Bond Buyer* Bond Revenue Index (or comparable index if no longer published) plus fifty (50) basis points, or (y) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities, plus fifty (50) basis points.

"Defeasance Obligations" means (a) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America, (b) obligations fully and unconditionally guaranteed as to timely payment of the interest and principal by the United States of America, (c) obligations of any agency or instrumentality of the United States of America as to which the timely payment of the interest on and the principal of such obligations is backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the Authority or the City relating to the financing or refinancing of the Project, including but not limited to filing costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee and its counsel, financing discounts, insurance premiums and outside legal fees of the insurer relating thereto, if any, legal fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, title insurance premiums, transportation and safekeeping of Bonds and charges and fees in connection with the foregoing.

"Delivery Costs Fund" means the fund of that name established by Section 3.02 hereof.

"Depository" means DTC or another recognized securities depository selected by the Authority which maintains a book-entry system for the Bonds.

"Depository System Participant" means any participant in the Depository's book-entry system.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"Event of Default" means any of the events specified in Section 7.01.

"Financing Agreement" means that certain Financing Agreement, by and between the Authority and the City, dated as of [DATE], regarding contribution of Parcel Tax Revenues by the City to the Trustee to pay debt service on the Bonds and pay other costs of the Authority relating to the Bonds and as otherwise required by the Indenture.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the Authority designated in a Written Certificate of the Authority delivered to the Trustee.

"Indenture" means this Indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture.

"Independent Financial Consultant" means any financial consultant or firm of such financial consultants appointed by the Authority and who, or each of whom, (a) is judged by the Authority to have experience with respect to the financing of public capital improvement projects; (b) is in fact independent and not under the domination of the Authority; (c) does not have any substantial interest, direct or indirect, with the Authority; and (d) is not connected with the Authority as an officer or employee of the Authority, but who may be regularly retained to make reports to the Authority.

"Information Services" means in accordance with then-current guidelines of the Securities and Exchange Commission, one or more services as the Authority may designate in a certificate of the Authority delivered to the Trustee.

"Interest Account" means the account by that name established and held by the Trustee pursuant to Section 5.02.

"Interest Payment Date" means June 1 and December 1 in each year, commencing December 1, 2025, so long as any Bonds remain Outstanding.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then-applicable highest rate of interest on the Bonds; and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. Interest at the Late Payment Rate on any amount owing to the Reserve Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as the Reserve Insurer, in its sole and absolute discretion, shall designate.

"Measure SFS" means the Ordinance of the City to authorize the levy of a Special Parcel Tax to finance road improvements, approved by the voters of the City at the November 5, 2024 election.

"Moody's" means Moody's Investors Services, Inc., its successors and assigns.

"Nominee" means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.04(a).

"Office" means, with respect to the Trustee, the corporate trust office of the Trustee in Los Angeles, California, or at such other or additional offices as may be specified by the Trustee in writing to the Authority, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Original Purchaser" means Cabrera Capital Markets, LLC, as the original purchaser of the Bonds.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.10) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Bonds (or portions of Bonds) disqualified under Section 11.10; and (c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

"Owner," whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

"Parcel Tax" means the special parcel tax on each taxable parcel of commercial, industrial and vacant real property in the City, which was approved by at least two-thirds of the voters of the City at the November 5, 2024 election, known as Measure SFS.

"Parcel Tax Payments" means the payments by the City described in Section 3.02 of the Financing Agreement.

"Parcel Tax Payment Date" shall mean each [November 15 and May 15].

"Parcel Tax Revenues" means the annual amounts collected by the County of Los Angeles on behalf of the City from the Parcel Tax.

"Parity Bonds" means Contracts, indebtedness or other obligations hereafter issued or incurred and secured by a pledge of and lien on Revenues equal to that of payment of Debt Service on the Bonds.

"Permitted Investments" mean any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein (the Trustee is entitled to conclusively rely upon any direction of the Authority as a certification that such investment constitutes a Permitted Investment):

1. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, but excluding CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

Farmers Home Administration (FmHA)
Certificates of beneficial ownership

Federal Housing Administration Debentures (FHA)

General Services Administration
Participation certificates

Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA – guaranteed mortgage-backed bonds
GNMA – guaranteed pass-through obligations (participation certificates)
(not acceptable for certain cash-flow sensitive issues.)

U.S. Maritime Administration
Guaranteed Title XI financing

U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local District Bonds
New Communities Debentures – U.S. Government guaranteed debentures
U.S. Public Housing Notes and Bonds – U.S. Government guaranteed
public housing notes and bonds

3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

Federal Home Loan Bank Water System
Senior debt obligations

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation certificates
Senior debt obligations

Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations

Resolution Funding Corp. (REFCORP) obligations

Farm Credit Water System
Consolidated system-wide bonds and notes

Federal Agriculture Mortgage Association

Tennessee Valley District

4. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of "AAAm-G," "AAA-m," or "AA-m" and if rated by Moody's rated "Aaa," "Aa1" or "Aa2," including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services.

5. Certificates of deposit secured at all times by collateral described in 1 and/or 2 above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks including the Trustee and its affiliates. The collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral.

6. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

7. Investment agreements, including GIC's, forward purchase agreements and flexible repurchase agreements.

8. Commercial paper rated, at the time of purchase, "Prime -1" by Moody's and "A -1" or better by S&P.

9. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

10. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime -1" or "A3" or better by Moody's and "A-1+" by S&P.

11. Repurchase agreements for 30 days or less must follow the following criteria:

(i) Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date.

12. Medium-term Notes: Corporate notes issued by corporations organized and operating within the United States with a rating of "AAA" or higher at the time of purchase by a nationally recognized rating service and with a maximum remaining maturity of no more than three (3) years after the date of purchase.

13. The Local Agency Investment Fund created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

14. The County Pooled Investment Fund.

15. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the Government Code of California, as it may be amended.

"Principal Account" means the account by that name established and held by the Trustee pursuant to Section 5.02.

"Project" means those certain road improvements and related infrastructure financed with the proceeds of the Bonds, along with any improvements thereto.

"Project Fund" means the fund by that name established in Section 5.10 hereof.

"Record Date" means (a) the fifteenth (15th) calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day, and (b) any date established by the Trustee pursuant to Section 2.02(b) as a special Record Date for the payment of defaulted interest on the Bonds, if any.

"Redemption Account" means the account by that name established and held by the Trustee pursuant to Section 5.05.

"Redemption Price" means the aggregate amount of principal of and premium (if any) on the Bonds upon the redemption thereof pursuant to Section 4.01.

"Registration Books" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.09.

"Revenues" means during any fiscal period the sum of the following amounts for such fiscal period:

(1) all amounts payable by the City pursuant to the Financing Agreement;

(2) all Parcel Tax Revenues pledged to the Authority and the Trustee by the City pursuant to the Financing Agreement, including the pledge of and security interest in such Parcel Tax Revenues granted to the Authority and the Trustee; and

(3) all investment earnings on amounts held by the Trustee in the funds and accounts hereunder other than amounts deposited to the Rebate Fund.

"S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns.

"Securities Depositories" mean The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in writing to the Trustee.

"Surplus Account" means the account by that name established and held by the Trustee pursuant to Section 5.06.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official guidance published, under the Tax Code.

"Trustee" means U.S. Bank Trust Company, National Association or any successor thereto acting as Trustee pursuant hereto.

"Written Certificate" and "Written Request" of the Authority means a written certificate or written request signed in the name of the Authority by its Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

SECTION 1.02 Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03 Indenture Constitutes Contract. In consideration of the purchase and acceptance of any and all of the Bonds issued hereunder by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Owners of the Bonds. The pledge made in this Indenture and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the Owners of any and all of the

Bonds. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Indenture.

ARTICLE 2

THE BONDS

SECTION 2.01 Authorization of Bonds. The Authority hereby authorizes the issuance of the Bonds hereunder and under the Bond Law, which shall constitute special obligations of the Authority payable solely from the Revenues and other amounts pledged hereunder, for the purpose of providing funds for the Acquisition of the Project. The Bonds shall be designated the "Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements)" and shall be issued in the aggregate principal amount of [____] Dollars ($[PAR AMOUNT]).

SECTION 2.02 Terms of the Bonds.

(a) The Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Bond shall have more than one maturity date. The Bonds shall be dated as of the Closing Date, shall mature on June 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates, as follows:

Maturity Date (June 1)	Principal Amount	Interest Rate
	$	%

(b) Interest on the Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from the Closing Date, or (iii) interest on any Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full. Interest shall be paid in lawful money of the United States of America on each Interest Payment Date to the persons in whose names the ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Bond which is not punctually paid or duly provided for on any Interest Payment Date shall be payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special Record Date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten (10) days prior to such special Record Date. Interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Bond Owners at their

respective addresses shown on the Registration Books as of the close of business on the preceding Record Date; or upon the written request filed with the Trustee prior to the Record Date preceding an Interest Payment Date by an Owner of $1,000,000 or more in aggregate principal amount of outstanding Bonds, interest thereon shall be paid on such Interest Payment Date by wire transfer in immediately available funds to the account designated by such Owner in such written request.

(c) The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the Office of the Trustee. Payment of principal on any Bond shall be made only upon presentation and surrender of such Bond at the Office of the Trustee.

(d) The Bonds shall be subject to redemption as provided in Article IV.

SECTION 2.03 Transfer and Exchange of Bonds.

(a) Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds for a like aggregate principal amount of the same series, in any authorized denomination. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

(b) Exchange of Bonds. The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of the same series and maturity, of other authorized denominations. The Authority may charge a reasonable sum for each new Bond issued upon any exchange (except in the case of any exchange of temporary Bonds for definitive Bonds and except in the case of the first exchange of any definitive Bond in the form in which it is originally issued) and the Trustee shall require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

SECTION 2.04 Book-Entry System.

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity. Upon initial delivery, the ownership of each such Bond shall be registered on the Bond Register kept by the Trustee in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the Authority and the Trustee shall have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Authority holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other

person, other than a Bond Owner as shown in the Bond Register, or any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the Authority elects to redeem the Bond in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Bond Register, of any amount with respect to principal, premium, if any, or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Authority and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bonds for the purpose of payment of principal of, premium, if any, and interest on such Bonds for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers of ownership of such Bonds, and for all other purposes whatsoever. The Trustee shall pay the principal of and the interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond evidencing the obligation of the Authority to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice of the Authority shall promptly, but in no event later than two (2) Business Days after receipt thereof, deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, to the extent it has not already done so the Authority shall execute and deliver to such Depository a letter (the "Letter of Representations") representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. In addition to the execution and delivery of such letter, the Authority may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Authority determines to terminate the Depository as such, then the Authority shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Authority and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees in the Letter of Representations to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Authority fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Section 2.04 hereof.

In the event the Authority determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain Bonds, the Authority may notify the Depository System Participants of the availability of such Bond through the Depository. In such event, the Trustee will, at the expense of the Authority, authenticate, transfer and exchange Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository so requests, the Authority shall cooperate with the Depository in taking appropriate action (i) to make available one or more separate Bonds evidencing the Bonds to any Depository System Participant having Bonds credited to its account with the Depository, or (ii) to arrange for another qualified securities depository to maintain custody of a single Bond evidencing such Bonds, all at the Authority's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of the Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed in writing by the Depository.

SECTION 2.05 Form and Execution of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A hereto. The Bonds shall be executed in the name and on behalf of the Authority with the manual or facsimile signature of its Chair or Executive Director (or any duly authorized officer of the Authority) attested by the manual or facsimile signature of its Secretary. The Authority may, but is not required to, affix a seal thereon, which seal may be in the form of a facsimile of the Authority's seal and may be reproduced, imprinted or impressed on the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the Authority before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority. Alternatively, any Bonds may be signed and attested on behalf of the Authority by a person or persons as an officer or officers of the Authority at the actual date of execution of such Bonds and such signature shall constitute the proper execution of such Bonds by officers of the Authority although at the nominal date of such Bonds any such person shall not have been such officer of the Authority.

SECTION 2.06 Authentication of Bonds. Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.07 Temporary Bonds. The Bonds may be issued in temporary form exchangeable for definitive Bonds when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the Authority, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be

executed by the Authority and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds it will execute and deliver definitive Bonds as promptly thereafter as practicable, and thereupon the temporary Bonds may be surrendered, for cancellation, at the Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

SECTION 2.08 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and series in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Authority. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence and indemnity satisfactory to the Trustee shall be given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The Authority may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

SECTION 2.09 Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

SECTION 2.10 Additional Contracts and Parity Bonds. In addition to the Bonds, the Authority may issue Parity Bonds payable from all or a portion of Revenues as and to the extent provided in this Indenture and secured by the pledge of such Revenues made under this Indenture equally and ratably with the Bonds. The Authority may issue, and the Trustee shall authenticate and deliver to the purchasers thereof, Parity Bonds in such principal amount as shall be determined by the Authority, subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The Financing Agreement shall be amended or supplemented as permitted therein in order to provide funds for the payment of the principal of, redemption premium, if any and interest on the Parity Bonds, as well as any costs of the Authority relating to the Parity Bonds;

(b) No Event of Default shall have occurred and then be continuing;

(c) Revenues, calculated pursuant to generally accepted accounting principles, as shown by the audited financial statements of the Authority for the most recent Fiscal Year, shall have amounted to at least 1.10 times the maximum annual debt service on the Outstanding Bonds and on all other Outstanding Parity Bonds coming due and payable in the most recent Fiscal Year;

(d) Interest on such Parity Bonds shall be payable on June 1 and December 1 in each year of the term of such Parity Bonds, and the principal of such Parity Bonds shall be payable on June 1 in any year, as determined by the Authority, in which principal is payable;

(e) An opinion of Bond Counsel delivered to the Trustee that the delivery of the Parity Bonds has been duly authorized by the Authority in accordance with this Indenture; that the Parity Bonds will be legally valid and binding limited obligations of the Authority; and that the issuance of such Parity Bonds will not in and of itself impair the exclusion for federal income tax purposes of interest on any Outstanding Bonds; and

(f) The Authority shall deliver to the Trustee a Written Certificate of the Authority certifying that the conditions precedent to the issuance of such Parity Bonds set forth herein have been satisfied.

Notwithstanding anything in this Indenture to the contrary, the Authority may issue obligations payable from Revenues on a subordinate basis to payment of Debt Service on the Bonds, provided the Authority complies with paragraphs (a), (b), (d), (e) and (f) above.

ARTICLE 3
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01 Issuance of the Bonds. Concurrent with the execution and delivery of this Indenture, the Authority shall execute and the Trustee shall authenticate and deliver the Bonds to the Original Purchaser thereof in the aggregate principal amount set forth in Section 2.01 hereof.

SECTION 3.02 Application of Proceeds of the Bonds. On the Closing Date the Trustee shall receive the amount of $[___] (calculated as the principal amount of the Bonds, [plus] [net] original issue [premium] of $[__], less the amount wired to the Reserve Insurer of $[__], and less the underwriter discount of $[__]). On the Closing Date the Trustee shall deposit $[__] of the proceeds of the Bonds in the Project Fund. The remaining proceeds received from the sale of the Bonds shall be deposited by the Trustee in the Delivery Costs Fund, which fund is hereby established and shall be held hereunder.

SECTION 3.03 Validity of Bonds. The validity of the authorization and issuance of the Bonds is not dependent on and shall not be affected in any way by any proceedings taken by the Authority or the Trustee with respect to or in connection with the Acquisition of the Project. The recital contained in the Bonds that the same are issued pursuant to the constitution and laws of the State of California shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

ARTICLE 4
REDEMPTION OF BONDS

SECTION 4.01 Redemption.

(a) Optional Redemption. The Bonds maturing on or before June 1, 20[__], are not subject to optional redemption prior to their respective stated maturities. The Bonds maturing on June 1, 20[__], are subject to optional redemption on any date on or after June 1, 20[__], in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest to the redemption date, without a premium.

(b) Purchase in Lieu of Redemption. In lieu, or partially in lieu, of such call and redemption, moneys of the Authority may be used to purchase Outstanding Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds may be made by the Authority prior to the selection of Bonds for redemption by the Trustee, at public or private sale as and when and at such prices as the Authority may in its discretion determine but only at prices (including brokerage or other expenses) of not more than par plus applicable accrued interest and redemption premiums, and any accrued interest payable upon the purchase of Bonds may be paid from the amount in the Revenue Fund for payment of interest on the following Interest Payment Date.

(c) Mandatory Sinking Fund Redemption. The Term Bonds maturing on June 1 in the years [____] are subject to mandatory sinking fund redemption on June 1 in each year as shown in the following tables, by lot, at a redemption price equal to the principal amount thereof, together with accrued interest to the date of redemption, without premium, as follows:

Sinking Fund Redemption Date (June 1)	**Principal Amount to be Redeemed**
	$

†

† Maturity.

SECTION 4.02 Notice of Redemption. When redemption is authorized or required pursuant to this Article, the Trustee shall give notice (the "Redemption Notice"), at the expense of the Authority, of the redemption of the Bonds. Such Redemption Notice shall specify (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed; (b) the date of redemption; (c) the place or places where the redemption will be made, including the name and address of any paying agent; (d) the redemption price; (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed; (f) if less than all the Bonds of a maturity are to be redeemed, the certificate numbers of the Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the amount of such Bond to be redeemed; and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the redemption date, and that from and after such date interest

with respect thereto shall cease to accrue and be payable. Such notice in respect of optional redemption shall not be provided unless there has been deposited with the Trustee funds sufficient to pay such redemption price (except in the case of redemption resulting from the issuance of refunding obligations).

Subject to the provisions stated above, the Trustee shall take the following actions with respect to such Redemption Notice:

(a) At least thirty (30), but not more than sixty (60), days prior to the redemption date, the Trustee shall cause Redemption Notices to be given to the respective Owners of Bonds designated for redemption by first class mail, at their addresses appearing on the Bond Register maintained by the Trustee (or with respect to Bonds held by the Securities Depository, either via electronic means or by an express delivery service for delivery on the next following Business Day or by such other means as otherwise permitted or required by the Securities Depository's procedures).

(b) At least thirty (30) days prior to the redemption date, such Redemption Notice shall be given to each of the Securities Depositories.

(c) At least thirty (30) days prior to the redemption date, such Redemption Notice shall be given to the Information Services selected by the Authority.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds. Each check or other payment method used by the Trustee for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The Authority shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for prepayment for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Authority and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

SECTION 4.03 Selection of Bonds for Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Bonds of the same maturity, the Trustee shall select the Bonds of such maturity to be redeemed from all Bonds of such maturity not previously called for redemption, by lot in any manner which the Trustee in its sole discretion shall deem appropriate. For purposes of such selection, all Bonds shall be deemed to be comprised of separate $5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

SECTION 4.04 Partial Redemption of Bonds. Upon surrender of any Bonds redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized

denominations equal in aggregate principal amount representing the unredeemed portion of the Bonds surrendered.

SECTION 4.05 Effect of Notice of Redemption. Notice having been mailed as aforesaid, and moneys for the redemption (including the interest to the applicable date fixed for redemption and including any applicable premium), having been set aside in the Redemption Account or any of the accounts therein, the Bonds shall become due and payable on said date, and, upon presentation and surrender thereof at the Office of the Trustee, said Bonds shall be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

If, on said date fixed for redemption, moneys for the redemption of all the Bonds to be redeemed, together with interest to said date, shall be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof shall have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article IV shall be canceled upon surrender thereof and delivered to the Authority.

ARTICLE 5
SECURITY OF BONDS; FLOW OF FUNDS; INVESTMENTS

SECTION 5.01 Pledge and Assignment; Revenue Fund.

(a) Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Revenues received by the Authority and any other amounts held in the Revenue Fund, including the Interest Account, Sinking Account, and Principal Account established therein, are hereby pledged by the Authority to secure the payment of the principal of and interest on the Bonds in accordance with their terms and the provisions of this Indenture. Said pledge shall constitute a first lien on and security interest in such assets and shall attach, be perfected, and be valid and binding from and after delivery of the Bonds by the Trustee, upon the physical delivery thereof.

(b) The Authority hereby transfers in trust and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds, all of the Revenues. The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority and shall forthwith be paid by the Authority to the Trustee. The Trustee also shall be entitled to and may take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority with respect to the Financing Agreement, including, without limitation, the obligation of the City to pay the Parcel Tax Payments, and to perform all other covenants under the Financing Agreement.

(c) All Revenues shall be promptly deposited by the Trustee upon receipt thereof in the Revenue Fund which the Trustee shall establish. The Trustee shall establish, maintain and hold in trust a Revenue Fund for the Bonds. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in this Indenture. Such amount

shall be net of any surplus amounts on deposit in the Revenue Fund which are to be applied to payment of principal of and interest on the Bonds as provided in Section 5.02 hereof.

(d) To the extent the Trustee has not received a Parcel Tax Payment from the City on the applicable Parcel Tax Payment Date, the Trustee shall notify the Authority in writing of the amount of such deficiency. Upon receipt from the Authority of such deficiency, the Trustee shall deposit such amounts in the Revenue Fund.

SECTION 5.02 Application of Revenue Fund. The Trustee shall establish and transfer from the Revenue Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain in trust separate and distinct from the other funds and accounts established hereunder), the following amounts at the following times in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(a) On each Parcel Tax Payment Date or redemption date, commencing with [November 15, 2025], the Trustee shall deposit in the Interest Account an amount which, together with the amounts then on deposit therein, is required to cause the aggregate amount on deposit in the Interest Account to equal the amount then coming due on the next Interest Payment Date. The Trustee shall also deposit in the Interest Account any other moneys received by it from the Authority and designated in writing by the Authority for deposit in the Interest Account.

(b) On or about May 15 of each year, commencing with [May 15, 2026], the Trustee shall deposit in the Principal Account an amount which, together with the amounts then on deposit therein, is required to cause the aggregate amount on deposit in the Principal Account to equal the aggregate amount of principal then-coming due and payable on the Bonds.

(c) The Trustee shall establish and thereafter deposit in the Sinking Account an amount equal to the aggregate principal amount of the Term Bonds required to be redeemed on such date, if any.

(d) Following the foregoing transfers on each Parcel Tax Payment Date, the Trustee shall deposit in the Surplus Account all remaining amounts.

SECTION 5.03 Application of Interest Account. Subject to the provisions of this Indenture, all amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable. Any amounts on deposit in the Interest Account on any Interest Payment Date and not required to pay interest then due and payable on the Bonds shall be retained in the Interest Account and credited towards the payment of interest on the Bonds next coming due.

SECTION 5.04 Application of Principal Account. Subject to the provisions of this Indenture, all amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal of the Bonds upon the stated maturity thereof.

SECTION 5.05 Application of Redemption Account. The Trustee shall establish and maintain in trust separate and distinct from the other funds and accounts established hereunder, the Redemption Account. The Trustee, on the optional redemption date specified in a Written Certificate of the Authority filed with the Trustee at the time that any moneys to accomplish any such optional redemption are paid to the Trustee, shall deposit in the Redemption Account the amount of such payment. Subject to the provisions of this Indenture, all amounts deposited in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of redeeming Bonds pursuant to Section 4.01(a) and 4.01(b).

SECTION 5.06 Application of Sinking Account. The Trustee shall establish and maintain in trust separate and distinct from the other funds and accounts established hereunder, the Sinking Account. All moneys on deposit in the Sinking Account shall be used and withdrawn by the Trustee for the sole purpose of redeeming or purchasing (in lieu of redemption) Term Bonds.

SECTION 5.07 Application of Surplus Account. The Trustee shall establish and maintain in trust separate and distinct from the other funds and accounts established hereunder, the Surplus Account. Promptly upon the deposit of amounts into the Surplus Account, the Trustee shall apply such amounts for the following purposes in the following order of priority:

(a) to pay or reimburse the payment of the reasonable costs and expenses incurred by the Authority to administer the Bonds, including reasonable fees and expenses of the Trustee; and

(b) all remaining amounts shall be promptly transferred to the Authority, free and clear of the lien of this Indenture, for any legal use thereof.

SECTION 5.08 Use of Money in the Delivery Costs Fund. The Trustee shall disburse funds from the Delivery Costs Fund only upon receipt of a signed certificate or requisition (stating the amount to be disbursed and the party or parties being paid) approved by the authorized officer of the Authority and accompanied by an invoice or statement for each such amount. After the Closing Date, the Authority may transfer moneys to the Trustee for deposit in the Delivery Costs Fund and such moneys shall be disbursed in accordance with this Section. Upon payment of all Delivery Costs, which shall be determined by a certificate of an Authorized Representative of the Authority delivered to the Trustee, or upon the date occurring three (3) months after the Closing Date, whichever occurs first, the Trustee shall transfer all funds remaining in the Delivery Costs Fund to the Project Fund, and the Delivery Costs Fund shall thereupon be closed.

SECTION 5.09 [Reserved].

SECTION 5.10 Establishment and Maintenance of Project Fund. The Trustee hereby agrees to establish and maintain a fund entitled the "2025 Santa Fe Springs Parcel Tax Revenue Bond Project Fund" (the "Project Fund") until the completion of the Acquisition of the Project. All money in the Project Fund shall be held by the Trustee in trust and shall be applied by the Trustee for the payment of Acquisition Costs and the expenses incidental thereto.

Except for the foregoing specified transfers, before any payment is made from the Project Fund by the Trustee, the Authority shall file with the Trustee a signed requisition (stating the amount to be disbursed and the party or parties being paid) approved by an Authorized

Representative of the Authority substantially in the form of Exhibit B. Upon receipt of each such requisition, the Trustee shall pay the amount set forth therein as directed by the terms thereof from moneys on deposit in the Project Fund.

When the Acquisition of the Project has been completed to the satisfaction of the Authority or when the Authority determines that a portion of the Project will not be Acquired, the Authority shall deliver a Certificate of Completion to the Trustee stating the fact and date of the completion of such improvements, and stating that all the Acquisition Costs and the expenses incidental thereto have been determined and paid (or that such claims and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Project Fund is to be maintained in the full amount of such claims until such dispute is resolved). Upon receipt of such Certificate of Completion, the Trustee shall transfer (but less the amount of such retention) all remaining moneys in the Project Fund to the Revenue Fund, to be credited to the payment of the Debt Service as provided herein. In the event the Project Fund has not been depleted by the date which is three years after the Closing Date, the Authority shall give written instructions to the Trustee as to the investment of any moneys remaining therein fifteen (15) days prior to such date and shall provide an opinion of nationally recognized bond counsel to the effect that such investment shall not adversely affect the tax-exempt status of the Bonds.

SECTION 5.11 Investment of Moneys. Except as otherwise provided herein and except with respect to the investment of moneys initially deposited in the Project Fund on the Closing Date, all moneys in any of the funds or accounts established pursuant to this Indenture shall be invested by the Trustee solely in Defeasance Obligations or Permitted Investments, as directed in writing by the Authority two (2) Business Days prior to the making of such investment. Permitted Investments may be purchased at such prices as the Authority shall determine. All Permitted Investments shall be acquired subject to any limitations or requirements as may be established by the Written Request of the Authority filed with the Trustee. Amounts on deposit in any fund or account created pursuant to this Indenture shall be invested in Permitted Investments which will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder, in accordance with such written directions as the Authority may from time to time provide to the Trustee. Absent timely written direction from the Authority, the Trustee shall invest any funds held by it in Permitted Investments described in clause (4) of the definition thereof; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written direction of the Authority specifying a specific money market fund and, if no such written direction of the Authority is so received, the Trustee shall hold such moneys uninvested.

All interest, profits, and other income received from the investment of moneys in any fund or account established pursuant to this Indenture shall be deposited in the Revenue Fund. Permitted Investments acquired as an investment of moneys in any fund established under this Indenture shall be credited to such fund.

The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the Authority, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted

Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

SECTION 5.12 Valuation and Disposition of Investments. In computing the amount in any fund or account, (i) Permitted Investments shall be valued at market value, exclusive of accrued interest; and (ii) valuation shall occur not less often than immediately prior to each Interest Payment Date. In making such valuations, the Trustee may utilize, and conclusively rely upon such valuation services as may be available to the Trustee, including those within its regular accounting system.

ARTICLE 6
COVENANTS

SECTION 6.01 Punctual Payment. The Authority shall punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Revenues and other assets pledged for such payment as provided in this Indenture and received by the Authority or the Trustee.

SECTION 6.02 Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

SECTION 6.03 Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture which is senior to the pledge and assignment created by this Indenture for the Bonds, while any of the Bonds are Outstanding. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the Bond Law, and reserves the right to issue other obligations for such purposes.

SECTION 6.04 Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to the Bond Law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other assets purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Bonds and the provisions of this Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee (subject to the provisions of Article VIII) shall at all times, to the extent permitted by law, defend, preserve and protect said pledge and assignment of Revenues and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.05 Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions of the Trustee relating to the proceeds of the Bonds, the Revenues and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Authority, during regular business hours and upon reasonable notice and under reasonable circumstances as agreed to by the Trustee.

The Trustee will keep, or cause to be kept, books of records and accounts in which entries shall be made of all transactions of the Trustee relating to the receipts, disbursements and allocation of moneys on deposit in the funds and accounts established hereunder. The Trustee will provide a statement summarizing such transactions to the Authority on a monthly basis.

SECTION 6.06 Waiver of Laws. The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.07 Covenants With Respect to the Financing Agreement.

(a) Amendment of Financing Agreement. The Authority shall not amend or modify the Financing Agreement, except as provided therein.

(b) Collection of Revenues. The Authority covenants and agrees that it has entered into the Financing Agreement with the City which requires the City to make payments to the Trustee from the sources of funding identified in the Financing Agreement in the amounts necessary to make payments of principal and interest on the Bonds and to otherwise satisfy the Authority's obligations under this Indenture. The Financing Agreement has not and will not be amended, modified, or altered so long as any of the Bonds are Outstanding in any manner which would reduce the amount or timing of receipt of Revenues or otherwise limit, hinder, or adversely affect the security for the Bonds, and the Authority hereby transfers and assigns to the Trustee all of the Authority's right, title, and interest in the receipt of the payments made by the City pursuant to the Financing Agreement and the right to enforce the obligations of the City under the Financing Agreement. The Authority will receive and hold in trust for (and remit immediately to) the Trustee any Revenues paid to the Authority by the City.

(c) Compliance with Financing Agreement. The Authority will comply with the provisions of the Financing Agreement, and in the event of a default by the City will diligently pursue, or cause to be pursued, all remedies available to the Authority.

(d) Notification of Default. Upon receiving actual knowledge of either (i) the failure by the City to pay its Parcel Tax Payment, or (ii) the occurrence of any other event of default under the Financing Agreement, the Trustee shall promptly notify the Authority of such failure or event of default by telephone, email or other form of telecommunication, promptly confirmed in writing. Such notice shall identify the nature of the default and the actions which the Trustee has taken and intends to take with respect thereto.

SECTION 6.08 Tax Covenants Relating to Bonds. The Authority shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest on the Bonds to become includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Authority hereby covenants that it will comply with the requirements of the Tax Certificate to be executed in connection with the issuance of the Bonds. The provisions of this Section shall survive payment in full or defeasance of the Bonds. To that end, the Authority hereby make the following specific covenants:

(a) The Authority hereby covenants that it shall not make or permit any use of the proceeds of the Bonds that may cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

(b) The Authority covenants that the proceeds of the Bonds will not be used as to cause the proceeds on the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(c) The Authority covenants not to take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) The Authority will make no use of the proceeds of the Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause either the Bonds to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the Authority takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes.

(e) The Authority will take or cause to be taken all necessary action to comply with the informational reporting requirements of Section 149(e) of the Code.

SECTION 6.09 Further Assurances. The Authority will make, execute, and deliver any and all such further indentures, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this indenture.

SECTION 6.10 Protection of Security and Rights of Bond Owners. The Authority will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Authority the Bonds shall be incontestable by the Authority.

SECTION 6.11 [Reserved].

SECTION 6.12 Rebate of Excess Investment Earnings to United States.

(a) Obligation to Calculate Excess Investment Earnings. The Authority shall calculate or cause to be calculated, and shall provide or cause to be provided written notice to the Trustee of, the excess investment earnings (as defined in the Code, "Excess Investment Earnings") at such times and in such manner as may be required pursuant to the Code. The Authority shall inform the Trustee how frequently calculations are to be made, and shall ensure that a copy of all such calculations is given promptly to the Trustee.

(b) Rebate to United States. The Authority agrees to deposit with the Trustee, promptly upon the receipt of any calculations made pursuant to the preceding subsection (a), the amount of Excess Investment Earnings so calculated. The Trustee shall deposit all amounts paid to it for such purpose by the Authority in the Rebate Fund, which fund the Trustee hereby agrees to establish when required to deposit any funds therein and maintain so long as any Bonds are Outstanding. The Trustee shall pay to the United States of America from the amounts on deposit in the Rebate Fund such amounts as shall be identified pursuant to written direction filed with the Trustee by the Authority for such purpose from time to time. Payments to the United States of America shall be made to the address prescribed by the Tax Regulations as the same may be from time to time in effect with such reports and statements as may be prescribed by such Tax Regulations. Following payment in full to the United States of America of all amounts due and owing under this subsection (b) and under the Code, the Trustee shall withdraw from the Rebate Fund and transfer to the Authority all amounts remaining on deposit in the Rebate Fund.

(c) Investment Transactions. The Authority shall assure that Excess Investment Earnings are not paid or disbursed except as required in this Section. To that end the Authority shall assure that investment transactions are on an arm's-length basis. In the event that Permitted Investments consist of certificates of deposit or investment contracts, investment in such Permitted Investments shall be made in accordance with the procedures described in the Tax Regulations.

(d) Maintenance of Records. The Authority shall keep, and retain for a period of six (6) years following the retirement of the Bonds, records of the determinations made pursuant to this Section.

(e) Engagement of Professional Services. In order to provide for the administration of this Section, the Authority may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Authority may deem appropriate.

(f) Modification of this Section. Any of the provisions of this Section may be amended, modified, or deleted in any manner whatsoever in the event that the Authority shall cause to be filed with the Trustee written directions making such amendment, modification or deletion,

which written directions are accompanied by an opinion of Bond Counsel stating that such amendment, modification, or deletion will not cause interest on the Bonds to be includable in gross income of the Bondowners for federal income tax purposes.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

SECTION 7.01 Events of Default. The following events shall be Events of Default:

(a) Failure to pay any installment of principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise.

(b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Failure by the Authority to observe and perform any of the other material covenants, agreements, or conditions on its part contained in this Indenture, the Financing Agreement or in the Bonds, if such failure shall have continued for a period of sixty (60) days after written notice thereof specifying such failure and requiring the same to be remedied shall have been given to the Authority by the Trustee or the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding; *provided, however,* if in the reasonable opinion of the Authority the failure stated in the notice can be corrected, but not within such sixty (60) day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Authority within such period and the Authority shall thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) The Authority shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute or any similar statute or otherwise declare insolvency.

SECTION 7.02 Notice of Event of Default. Immediately upon becoming aware of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Authority by telephone confirmed in writing.

SECTION 7.03 Remedies. In each and every such case during the occurrence and continuation of an Event of Default, the Trustee may, or if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall, upon being indemnified to its satisfaction, exercise the remedies provided to the Authority in Section 7.02 of the Financing Agreement.

The Trustee and, subject to the provisions of Sections 7.06 and 7.07 hereof, the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding may, upon being indemnified to its satisfaction:

(a) by mandamus or other action or proceeding or suit at law or in equity enforce its rights against the Authority or the City or any board member, officer or employee thereof, and compel the Authority or the City or any such board member, officer or employee to perform or carry out its or his duties under law and the agreements and covenants required to be performed by it or him contained herein; or

(b) by suit in equity enjoin any acts or things which are unlawful or violate the rights of the Trustee;

(c) intervene in judicial proceedings that affect the Bonds or the security therefor; or

(d) seek the appointment of a receiver or other third party to operate the Project and collect Revenues.

SECTION 7.04 Application of Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel, advisors and agents) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture, as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference.

If an Event of Default shall occur and be continuing, the Trustee shall liquidate investment obligations in the Revenue Fund and apply amounts credited to such funds as set forth above.

SECTION 7.05 Trustee to Represent Bond Owners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to the Owners under the provisions

of the Bonds, this Indenture, the Bond Law, and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may, or at the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding and upon being reasonably indemnified therefor, the Trustee shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee and such Owners under the Bonds, this Indenture, the Bond Law, or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under this Indenture, pending such proceedings. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Indenture.

SECTION 7.06 Bond Owners' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners not parties to such direction.

SECTION 7.07 Limitation on Bond Owners' Right to Sue. No Owner of any Bonds shall have the right to institute any suit, action, or proceeding, at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Bond Law, or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Owner or said Owners shall have tendered to the Trustee indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Indenture, the Bond Law, or other applicable law with respect to the Bonds,

except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

SECTION 7.08 Absolute Obligation of Authority. Nothing in Section 7.07 hereof or in any other provision of this Indenture or in the Bonds contained shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Revenues and other assets herein pledged therefor and received by the Authority or the Trustee, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

SECTION 7.09 Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Bond Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bond Owners, then in every such case the Authority, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

SECTION 7.10 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 7.11 No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 8
THE TRUSTEE

SECTION 8.01 Trustee; Duties, Removal and Resignation. By executing and delivering the Indenture, the Trustee accepts the duties and obligations of the Trustee provided in the Indenture, but only upon the terms and conditions set forth in the Indenture.

The Authority, in its sole discretion, or the Owners of a majority in aggregate principal amount of all Bonds Outstanding may remove the Trustee initially a party hereto, and any successor thereto, and in such event, or in the event the Trustee resigns, the Authority shall appoint a successor Trustee, but any such successor shall be a bank, national banking association or trust company in good standing and having an office in Los Angeles or San Francisco, California, having (or if such bank or trust company is a member of a bank holding company system, its bank

holding company shall have) a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published.

The Trustee may at any time resign by giving written notice to the Authority and by giving to the Bond Owners notice by mailing a notice of such resignation to their addresses appearing in the Bond Register. Upon receiving any such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event that the Authority does not appoint a successor Trustee within thirty (30) days following receipt of such notice of resignation, the resigning Trustee may petition at the expense of the Authority an appropriate court having jurisdiction to appoint a successor Trustee or to resign. Subject to the prior sentence, any resignation or removal of the Trustee shall not become effective until written acceptance of appointment by the successor Trustee under the Indenture.

Any Trustee which shall resign or be removed pursuant to this Section shall be entitled to compensation in accordance with Section 8.02 hereof and to reimbursement for all reasonable and proper expenses and advances incurred and not previously reimbursed for its activities in connection with the Indenture and for any indemnification due pursuant to the Indenture and not previously paid. Any Trustee which resigns or is removed, upon payment of its unpaid compensation and expenses hereunder, shall fully discharge all the right, title and interest of the retiring Trustee and amounts on deposit hereunder shall vest in said successor Trustee, and such retiring Trustee shall promptly pay over, assign and deliver to the successor Trustee any money or other property on deposit pursuant hereto then held by such Trustee, and deliver any and all records, or copies thereof, in respect of the Trustee which it may have.

SECTION 8.02 Compensation of the Trustee. The Authority shall pay from time to time, upon receipt of a statement, to the Trustee reasonable compensation for the Trustee's services and shall reimburse the Trustee for all its reasonable advances and expenditures incurred by it in the exercise and performance of its powers and duties under the Indenture. The lien of the Trustee on amounts held by it under the Indenture for its services rendered under the Indenture shall be superior to the rights of the Bond Owners to receive scheduled payments of principal and interest with respect to their Bonds; provided that the Trustee shall have no lien on moneys in the Redemption Account.

The Authority shall hold harmless and indemnify the Trustee for all costs, claims, expenses (including legal fees and expenses) and liabilities incurred by or asserted against the Trustee in the performance of its duties under this Indenture or any related document, including any such reasonable costs, claims, expenses and liabilities incurred in the course of defending itself against any claims or actions or enforcing any remedies under this Indenture or any related document. Any such indemnity shall not extend to any costs, claims, expenses or liabilities adjudicated to have been caused by the negligence or willful misconduct of the Trustee, as adjudicated by a final non-appealable decision of a court of competent jurisdiction. The indemnification of the Trustee under this Indenture shall extend to its directors, officers, employees and agents. The obligations

of the Authority under this Section shall survive the payment of the Bonds and the discharge of this Indenture and the resignation or removal of the Trustee.

SECTION 8.03 Protection to Trustee. The Authority shall indemnify, protect and hold the Trustee harmless and the Trustee shall incur no liability for acting upon any notice, resolution, consent, order, certificate, report, certificate or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee, in its discretion, may consult with counsel, who may be counsel to the Authority, with regard to legal questions, and the advice or opinion of such counsel, in the absence of negligence or willful misconduct on the part of the Trustee, as adjudicated by a final non-appealable decision of a court of competent jurisdiction, shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Indenture in good faith in accordance therewith.

Whenever in the administration of its duties under the Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Indenture, such matter (unless other evidence in respect thereof be specifically prescribed in the Indenture) may, in the absence of negligence or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by the certificate of an Authorized Officer of the Authority and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of the Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof (but shall not be obligated to), accept other evidence of such matter.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds issued pursuant to the Indenture, and may join in any action which any Owner may be entitled to take with like effect as if the Trustee were not a party to the Indenture. The Trustee and its affiliates, either as sponsor, advisor, principal or agent, may also engage in or be interested in any financial or other transaction with the Authority, and may act as depository, trustee, or agent for any committee or body of Owners of Bonds or other obligations of the Authority as freely as if it were not Trustee under the Indenture.

The recitals, statements and representations contained in this Indenture or in the Bonds, save only the Trustee's authentication of the Bonds, shall be taken and construed as made by and on the part of the Authority, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof. The Trustee shall not be deemed to make any representations with respect to the security afforded by this Indenture.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it under the Indenture by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty under the Indenture, and, except as provided herein, the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by the Trustee with reasonable care. The Trustee shall be fully reimbursed by the Authority for reasonable expenses incurred in connection with the performance of its obligations under the Indenture. Upon any default by, or misconduct of, any agent, attorney or receiver appointed by the Trustee, the Trustee shall fully pursue all remedies available to it against such attorney, agent or receiver, and the proceeds of the exercise of such remedies shall be

used to reimburse the Authority for any loss it may have suffered as a result of the default or misconduct of such agent, attorney or receiver.

Before taking any remedial action hereunder the Trustee may require that a satisfactory indemnity bond or other indemnity satisfactory to the Trustee be furnished for the reimbursement of all reasonable expenses to which it may be put and to protect it against all liability which may be incurred in connection with the taking of such action, except liability which is adjudicated by a final non-appealable decision of a court of competent jurisdiction, to have resulted from its negligence or willful misconduct; provided, however, the Trustee shall not seek such indemnity prior to making payments on the Bonds.

The Trustee, prior to the occurrence of an Event of Default, and after the curing or waiving of all Events of Default which may have occurred, undertakes to perform only such duties as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a reasonable person would exercise or use in the conduct of such person's own affairs.

The Trustee shall not be deemed to have knowledge of an Event of Default (except in connection with a failure of the Authority to make Debt Service payments when due) until a Responsible Officer has actual knowledge thereof, or until notified in writing of such Event of Default.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights hereunder.

The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of Bonds outstanding relating to the exercise of any right, power or remedy available to the Trustee.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means. ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder). The District shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such

Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include, but not be limited to, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

The Trustee shall not be required to determine the legality or suitability of any investments.

The Trustee shall have no duty to review, verify or analyze any financial statements furnished to it by the District and shall hold such financial statements solely as a repository for

Owners of the Bonds. The Trustee shall not be deemed to have notice of any information contained therein or any Event of Default that may be disclosed therein in any manner.

In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 8.04 Payment Limited. All payments to be made by the Trustee under and pursuant to this Indenture shall be made only from the corpus, income, and proceeds of the amounts on deposit pursuant hereto and only to the extent that the Trustee shall have received sufficient contribution, income and proceeds in accordance with the terms of this Indenture.

SECTION 8.05 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 8.01 hereof, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 8.06 Funds and Accounts. The Trustee may establish such funds and accounts as it reasonably deems necessary or appropriate to perform its obligations hereunder.

ARTICLE 9
MODIFICATION OR AMENDMENT HEREOF

SECTION 9.01 Amendments Permitted.

(a) This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time by an indenture or indentures supplemental hereto, which the Authority and the Trustee may enter into with the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, which shall have been filed with the Trustee. No such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or extend the time of payment, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or (iii) permit the creation of any lien on the Revenues and other assets pledged under this Indenture senior to the lien created by this Indenture or deprive the Owners of the Bonds of the lien created by this Indenture on such Revenues and other assets (except as expressly provided in this Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Authority and the Trustee of any supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the Authority), by first class mail postage prepaid, setting forth in general terms the substance of such supplemental indenture, to the Owners

of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

(b) This Indenture and the rights and obligations of the Authority, of the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by an indenture or indentures supplemental hereto, which the Authority and the Trustee may enter into without the consent of any Bond Owners, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Authority in this Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Indenture;

(iii) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;

(iv) to provide for the issuance of Parity Bonds, Contracts or subordinate obligations as provided for in Section 2.10 hereof;

(v) to modify, amend, or supplement this Indenture in such manner as to cause interest on the Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and

(vi) in any other respect whatsoever as the Authority may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners hereunder, in the opinion of Bond Counsel filed with the Authority and the Trustee.

(c) The Trustee may in its discretion, but shall not be obligated to, enter into any such Supplemental Indenture authorized by subsections (a) or (b) of this Section which materially adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 9.02 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee, and all Owners of Bonds Outstanding shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.03 Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any supplemental indenture pursuant to this Article may, and if the Authority so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to any modification or amendment provided for in such supplemental indenture, and, in that case, upon demand on the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the supplemental indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority and the Trustee, to any modification or amendment contained in such supplemental indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand of the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same interest rate and maturity.

SECTION 9.04 Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

ARTICLE 10
DEFEASANCE

SECTION 10.01 Discharge of Indenture. The Bonds may be paid in whole or in part by the Authority in any of the following ways, provided that the Authority also pays or causes to be paid any other sums payable hereunder by the Authority:

(a) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money or securities (or both) in the necessary amount (as provided in Section 10.03 hereof) to pay or redeem such Bonds; or

(c) by delivering to the Trustee, for cancellation by it, all of such Bonds.

If the Authority shall also pay or cause to be paid all other sums payable hereunder by the Authority, including without limitation, any compensation due and owing the Trustee hereunder, then and in that case, at the election of the Authority (evidenced by a Written Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture and all covenants, agreements, and other obligations of the Authority under this Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon receipt of a Written Certificate of an Authorized Representative of the Authority and an opinion of Bond Counsel, each to the effect that all conditions precedent herein provided for relating to the discharge and satisfaction of the obligations of the Authority have been satisfied, the Trustee shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the Authority

all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver all moneys or securities or other property held by it pursuant to this Indenture, which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption, to the Authority.

SECTION 10.02 Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money and/or securities in the necessary amount (as provided in Section 10.03 hereof) to pay or redeem any or all Outstanding Bonds (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the given of such notice, then all liability of the Authority in respect of such Bonds shall cease, terminate, and be completely discharged, and the Owners thereof shall thereafter be entitled only to payment out of such money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Section 10.04 hereof.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.03 Deposit of Money or Securities with Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to this Indenture and shall be:

(a) Lawful money of the United States of America, in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount of such Bonds, premium, if any, and all unpaid interest thereon to the redemption date; and/or

(b) Defeasance Obligations the principal of, premium, if any, and interest on which when due, in the opinion or report of an independent certified public accountant selected by the Authority, will provide money sufficient to pay the principal of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal and interest become due, provided that in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice;

provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of this Indenture or by Written Request of the Authority) to apply such funds to the payment of such principal and interest with respect to such Bonds.

Escrows established to provide for the discharge of Bonds pursuant to this Section must be sufficient, without reinvestment, to pay all principal and interest as scheduled thereon including the date of redemption.

SECTION 10.04 Payment of Bonds After Discharge of Indenture. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of any of the Bonds which remains unclaimed for two (2) years after the date when each payment of such interest, premium, and principal has become payable shall be repaid within sixty (60) days of such date by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Authority for the payment of the principal of and interest and redemption premium (if any) on such Bonds. The Trustee shall not be liable to the Authority or any Owner for interest on funds held by it for the payment and discharge of the interest, or premium (if any) on or principal of any of the Bonds to any Owner. The Authority shall not be liable for any interest to the sums paid to it pursuant to this paragraph and shall not be regarded as a trustee of such money.

ARTICLE 11
MISCELLANEOUS

SECTION 11.01 Liability of Authority Limited to Revenues. Notwithstanding anything in this Indenture or in the Bonds contained, neither the Authority nor any member thereof shall be required to advance any moneys derived from any source other than the Revenues and other assets pledged under this Indenture for any of the purposes in this Indenture mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02 Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.03 Limitation of Rights. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee and the Owners of the Bonds.

SECTION 11.04 Waiver of Notice; Requirement of Mailed Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in

reliance upon such waiver. Whenever in this Indenture any notice shall be required to be given by mail, such requirement shall be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

SECTION 11.05 Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Bonds, the Trustee may, upon the Written Request of the Authority, in lieu of such cancellation and delivery, destroy such Bonds (in the presence of an officer of the Authority, if the Authority shall so require) as may be allowed by law, and deliver a certificate of such destruction to the Authority.

SECTION 11.06 Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.07 Notices. All notices or communications herein required or permitted to be given to the Authority or the Trustee shall be in writing and shall be deemed to have been sufficiently given or served for all purposes by being delivered or sent by telecopy or by being deposited, postage prepaid, in a post office letter box, or by overnight courier of by facsimile (with receipt confirmed by telephone) addressed (until such address is changed by the addressee) as follows:

If to the Authority:	Santa Fe Springs Public Financing Authority 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: Executive Director
If to the Trustee:	U.S. Bank Trust Company, National Association 633 W. 5th Street, 24th Floor Los Angeles, CA 90071 Attention: Global Corporate Trust Services
If to the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: City Manager

SECTION 11.08 [Reserved.]

[TBD]

SECTION 11.09 Evidence of Rights of Bond Owners. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of registered Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.10 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are known by the Trustee to be owned or held by or for the account of the Authority or the City, or by any other obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the City or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Upon request of the Trustee, the Authority or City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

SECTION 11.11 Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 10.04 but without any liability for interest thereon.

SECTION 11.12 Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with industry standards to the extent practicable, and with due regard for the requirements of Section 6.05 and for the protection of the security of the Bonds and the rights of every Owner thereof.

SECTION 11.13 Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

SECTION 11.14 Waiver of Personal Liability. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.15 Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.16 Governing Laws. This Indenture shall be governed by and construed in accordance with the laws of the State of California.

****

IN WITNESS WHEREOF, the SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY has caused this Indenture to be signed in its name by an Authorized Representative and the Trustee, in token of accepting the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officers thereunto duly authorized, all as of the day and year first above written.

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT A
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
2025 SPECIAL PARCEL TAX REVENUE BONDS
(Santa Fe Springs Road Improvements)

INTEREST RATE:	**MATURITY DATE:**	**DATED DATE:**	**CUSIP:**
%			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY, a joint powers authority and public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), for value received hereby promises to pay to the Registered Owner stated above or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Amount stated above in lawful money of the United States of America and to pay interest thereon at the Interest Rate stated above in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated after a Record Date (as hereinafter defined) and on or before the following Interest Payment Date in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or prior to December 1, 2025, in which event it shall bear interest from the Dated Date stated above); provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, interest shall be payable to the person in whose name the ownership of such Bond is registered on the Registration Books at the close of business on a special Record Date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten (10) days prior to such special Record Date. Interest is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2025 (each an "Interest Payment Date"), calculated on the basis of a 360-day year composed of twelve 30-day months until payment of the Principal Amount hereof (whether on the Maturity Date or earlier redemption hereof). The Principal Amount hereof and premium, if any, upon earlier redemption hereof are payable upon presentment and surrender at the Office of U.S. Bank Trust Company, National Association, the Trustee under the Indenture (as hereinafter defined) (the "Trustee"), in San Francisco, California. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed by first class mail to the Registered Owner hereof at the Registered Owner's address as it appears on the Bond registration books maintained by the Trustee at the close of business on the fifteenth day of the month preceding each Interest Payment Date (the "Record Date"), or upon the written request filed with the Trustee prior to the Record Date preceding an Interest Payment Date by an Owner of $1,000,000 or more in aggregate principal amount of outstanding Bonds, interest thereon shall be paid on such Interest

Payment Date by wire transfer in immediately available funds to the account designated by such Owner in such written request.

This Bond is one of a duly authorized issue of Bonds of the Authority designated as "Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements)" (the "Bonds"), in an aggregate principal amount of [___] Dollars ($[PAR AMOUNT]), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates, or redemption and other provisions). The Bonds are issued pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Act") and pursuant to that certain Indenture of Trust, dated as of [DATE], entered into between the Authority and the Trustee (the "Indenture"), authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all indentures supplemental thereto and to the Act for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues pledged as security for the Bonds, as that term is defined in the Indenture, and other amounts pledged under the Indenture, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Authority to (i) pay for certain road and infrastructure improvements in the City of Santa Fe Springs (the "Project"), [(ii) purchase a municipal bond debt service reserve insurance policy for the Bonds], and (iii) pay costs related to the issuance of the Bonds.

The Bonds are special obligations of the Authority, and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture) are payable from, and are secured equally and on a parity, by a charge and lien on the Revenues derived by the Authority from the Financing Agreement, dated as of [DATE] (the "Financing Agreement") relating to the Project, between the Authority and the City of Santa Fe Springs, and other amounts pledged under the Indenture. There has been created and will be maintained by the Trustee a Revenue Fund into which Revenues, consisting primarily of annual payments contributed by the City from Parcel Tax Revenues to the Authority pursuant to the Financing Agreement, shall be deposited and from which the Trustee shall thereafter pay the principal of, any redemption premium and the interest on the Bonds when due. Subject to the foregoing, as and to the extent set forth in the Indenture, all such Revenues are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Act, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds. Notwithstanding the foregoing, in accordance with the Indenture, certain amounts out of Revenues may be applied for other purposes as provided in the Indenture.

This Bond is not a debt of the City of Santa Fe Springs, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than

those of the Authority, as set forth in the Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Bonds maturing on or before [DATE], are not subject to optional redemption prior to their respective stated maturities. The Bonds maturing on [DATE], are subject to optional redemption on any date on or after [DATE], in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest to the redemption date, without a premium.

The Bonds maturing on [DATE], are subject to mandatory sinking fund redemption on June 1 in each year as shown in the following table, by lot, at a redemption price equal to the principal amount thereof, together with accrued interest to the date of redemption, without premium, as follows:

Sinking Fund Redemption Date (June 1)	**Principal Amount to be Redeemed**
	$

†

† Maturity.

As provided in the Indenture, at least thirty (30), but not more than sixty (60), days prior to the redemption date, notice of redemption shall be given by first class mail to the respective owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption. If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Bonds are being issued as fully registered bonds without coupons in denominations of $5,000 or any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing at said offices of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of authorized denomination or denominations for the same aggregate principal amount and of the same maturity, will be issued to the transferee in exchange therefor. The Trustee shall not be required to register the transfer or exchange of Bonds (i) between the date which is fifteen days before selection of Bonds for redemption and the date of mailing the notice of redemption, and (ii) as to any Bonds selected for redemption.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Authority and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond, or of any installment of interest thereon, or a reduction in the principal amount or the redemption price thereof, or in the rate of interest thereon, without the consent of the owner of such Bond, or shall reduce the percentages the consent of the owners of which is required to effect any such modification or amendment.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Act and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Act or any laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered Owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Santa Fe Springs Public Financing Authority has caused this Bond to be executed in its name and on its behalf with the manual or facsimile signature of its Executive Director and attested by the manual or facsimile signature of its Secretary, all as of the dated date set forth above.

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

ATTEST:

By:_____
Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned does hereby sell, assign and transfer unto _____ the within Bonds and does) hereby irrevocably constitute and appoint _____ attorney to transfer such Bond on the register of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by: _____

Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

EXHIBIT B
PROJECT FUND REQUISITION

U.S. Bank Trust Company, National Association
One California Street, 10th Floor
San Francisco, California 94111
Attention: Global Corporate Trust Services

Re: Disbursement from the Project Fund pursuant to the Indenture of Trust, dated as of [DATE], by and between U.S. Bank Trust Company, National Association, as trustee, and Santa Fe Springs Public Financing Authority

Requisition No. _____

You are hereby instructed to pay to the parties listed on Schedule I hereto the sum listed opposite such parties' names as a payment of the cost of the Acquisition of the Project for the items listed on the Schedule I attached hereto and the expenses incidental thereto (including reimbursement to the Authority for certain of such costs or expenses) from the Project Fund as provided in [Section 5.10] of that certain Indenture of Trust, dated as of [DATE] (the "Indenture"), by and between U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and Santa Fe Springs Public Financing Authority (the "Authority"). This cost has been properly incurred, is a proper charge under the Indenture against payment of the costs of the Acquisition of the Project and has not been the basis of any previous disbursements. The amount remaining in the Project Fund, together with interest earnings thereon will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining costs of the Acquisition of the Project as presently estimated.

I hereby certify that:

(i) the undersigned is duly authorized by the Authority to deliver this Certificate;

(ii) an obligation in the stated amount has been properly incurred under and pursuant to the Indenture and each such obligation is a proper charge against the Project Fund and has not been subject of any previous Written Certificate of the Authority;

(iii) there has not been filed with or served upon the Authority a stop notice or any other notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this certificate which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws;

(iv) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed on behalf of the Authority or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at

the site for that purpose or delivered for storage or fabrication at a place or places approved by the Authority;

(v) in the case of increased costs of the Acquisition of the Project, the amount of such increase has been or is herewith being deposited with the Trustee, or otherwise made available by the Authority; and

(vi) no event of default under the Indenture has occurred and is continuing.

Sincerely,

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

_____

Authorized Representative

(*Project Fund Requisition*)

SCHEDULE I

Vendor Name	Purpose	Amount	Paid Via	Date

FINANCING AGREEMENT

between

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

and

CITY OF SANTA FE SPRINGS

Dated as of [DATE]

RELATING TO THE

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
2025 SPECIAL PARCEL TAX REVENUE BONDS
(SANTA FE SPRINGS ROAD IMPROVEMENTS)

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This Financing Agreement is entered into as of [DATE] (the "Agreement"), by and between the SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY, a joint powers authority duly formed and validly existing under the laws of the State of California ("Authority") and the CITY OF SANTA FE SPRINGS, a general law city, duly organized and validly existing under the laws of the State of California ("City").

RECITALS:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of paying and refinancing the cost of public capital improvements within the State of California, including road improvements (the "Project"); and

WHEREAS, in November 2024, the City of Santa Fe Springs (the "City") placed on the ballot Measure SFS: Road Repair Parcel Tax Measure ("Measure SFS") which authorized a special parcel tax levy (the "Parcel Taxes") to be used to finance the acquisition, construction and improvement of road work and related infrastructure (the "Project"); and

WHEREAS, Measure SFS was approved by 76.72% of the voters of the City; and

WHEREAS, the Authority at this time desires to issue its 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements) (the "Bonds") under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") pursuant to that certain Indenture of Trust, dated as of [DATE] (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and secured by the Parcel Taxes; and

WHEREAS, the Authority is willing to issue the Bonds provided that the City agrees to contribute the Measure SFS Parcel Tax Revenues (defined below) to the Authority to provide funds for the payment of the principal of, redemption premium, if any and interest on the Bonds, as well as any costs of the Authority relating to the Bonds and otherwise required by the Indenture, including, without limitation, the costs of issuing the Bonds and Trustee fees ("Additional Costs").

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement and of any certificate, opinion, or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Unless otherwise defined in this Agreement, all terms used herein shall have the meanings assigned to such terms in the Indenture.

"Additional Costs" shall mean any and all costs, expenses and fees payable by the Authority relating to the Bonds other than the principal of, premium, if any, and interest thereon, including the costs of issuing the Bonds and Trustee fees.

"Authority" shall mean the Santa Fe Springs Public Financing Authority, a joint powers authority organized and existing under the Act and any successor thereto.

"Authority Representative" shall mean the Chair, Vice Chair, or Executive Director, or any other person designated as an Authority Representative by a Written Certificate of the Authority signed by the Executive Director and filed with the Trustee.

"Bonds" shall mean revenue bonds issued under the Indenture, including the Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds (Santa Fe Springs Road Improvements).

"Business Day" shall mean a day which is not a Saturday, Sunday, or legal holiday on which banking institutions in the State of California are closed.

"City" shall mean the City of Santa Fe Springs, a public body, corporate and politic, duly organized and validly existing under the laws of the State of California, including its successors.

"City Representative" shall mean the Mayor, City Manager, Finance Director or by any such officials' duly appointed designee, or by any other officer of the City duly authorized by the City Council of the City for that purpose.

"Closing Date" shall mean the date when the Authority delivers the Bonds to the initial purchaser thereof.

"Indenture" shall mean that certain Indenture of Trust, dated as of [DATE], by and between the Authority and the Trustee.

"Measure SFS" shall mean the Ordinance of the City of Santa Fe Springs to enact a special parcel tax for roads, approved by the voters of the City at the November 5, 2024 election.

"Parcel Tax" shall mean the special parcel tax on each taxable parcel of real property in the City, which was approved by at least two-thirds of the voters of the City at the November 5, 2024 election.

"Parcel Tax Payments" shall mean the payments by the City described in Section 3.02 hereof.

"Parcel Tax Payment Date" shall mean each [November 15 and May 15].

"Parcel Tax Revenues" shall mean the annual amounts collected by the County on behalf of the City from the Parcel Tax.

"Project" means certain road improvements and related infrastructure.

"State" means the State of California.

"Trustee" shall mean U.S. Bank Trust Company, National Association, as trustee under the Indenture, including its successors.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Authority as follows:

(a) Duly Organized and In Existence. The City is a general law city, duly organized and validly existing under the laws of the State of California.

(b) Authorization. The City has full legal power and authority to enter into this Agreement and to enter into the transactions contemplated by and to carry out its obligations under each of the aforesaid agreements, and the City has duly authorized and executed each of the aforesaid agreements in accordance with the laws of the State of California.

(c) No Violations. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound or constitutes a default under any of the foregoing.

Section 2.02 Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence. The Authority is a joint powers authority duly organized, existing and in good standing under and by virtue of the laws of the State of California; has power to enter into this Agreement and the Indenture and to carry out its obligations under this Agreement and the Indenture; is possessed of full power to undertake the financing of the Project through the issuance of the Bonds; and has duly authorized the execution and delivery of all of the aforesaid agreements.

(b) No Encumbrances. The Authority has not pledged and will not pledge the Parcel Tax Payments or other amounts derived under this Agreement, except as provided under the terms of this Agreement and the Indenture.

(c) No Violations. Neither the execution and delivery of this Agreement or the Indenture, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement, instrument, regulation or law to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing.

(d) No Assignment. Except as provided herein and in the Indenture, the Authority will not assign this Agreement, its right to receive Parcel Tax Payments from the City or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.02.

ARTICLE III
TERM OF THE FINANCING AGREEMENT; PARCEL TAX PAYMENTS

Section 3.01 Term of the Financing Agreement. The term of this Agreement shall commence as of the date hereof and shall terminate on [DATE] unless such term is extended or sooner terminated as hereinafter provided. If on [DATE], the Indenture shall not be discharged by its terms or the Authority has incurred liabilities with respect to the Bonds which have not been satisfied, then the term of this Agreement shall be extended until the Indenture shall be discharged by its terms or such liabilities have been satisfied, as applicable. If prior to [DATE] the Indenture shall be discharged by its terms and all liabilities of the Authority relating to the Bonds have been satisfied, the term of this Agreement shall end on the date of such discharge or satisfaction, as applicable.

Section 3.02 Parcel Tax Payments.

(a) Obligation to Pay. The City agrees to pay to the Authority, its successors and assigns, as consideration for providing financing for the Project, the Parcel Tax Payments on the Parcel Tax Payment Dates subject to Section 3.05 hereof and in the amounts specified in Section 3.04 hereof. The Parcel Tax Payments shall be payable solely from the Parcel Tax Revenues.

(b) Assignment. The City understands and agrees that the Authority has assigned its right, title and interest in this Agreement to the Trustee pursuant to the Indenture for the benefit of the Holders of the Bonds and the City assents to such assignment. The Authority hereby directs the City, and the City hereby agrees, to pay to the Trustee at the Trustee's corporate trust office in San Francisco, California, or to the Trustee at such other place as the Trustee shall direct in writing, all payments payable by the City pursuant to this Section 3.02 and Section 3.04 hereof. The Authority hereby acknowledges it will be solely responsible for any continuing disclosure undertaking required for the Bonds.

(e) Pledge. To secure the prompt and complete payment of the Parcel Tax Payments when due and the principal of and interest on the Bonds and the performance by the City of all of its covenants and obligations under this Agreement, the City hereby pledges to the Authority and the Trustee (and their successors and assigns) for the benefit of the Bondholders and grants a security interest in all of the right and title to and interest in all Parcel Tax Revenues received by the City whether now owned or hereafter acquired.

Section 3.03 Absolute Obligation of the City. The obligations of the City to make the Parcel Tax Payments and to perform and observe the other agreements contained herein shall be

absolute and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the City, the Authority or the Trustee of any obligation to the City or otherwise with respect to the Project, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Authority or the Trustee. Until such time as all of the Parcel Tax Payments shall have been fully paid or prepaid, the City (a) will not suspend, abate, or discontinue any payments provided for in Sections 3.02 or 3.04 hereof, (b) will perform and observe all other agreements contained in this Agreement, and (c) will not terminate the term of this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any act or circumstance that may constitute failure of consideration, failure to complete construction of the Project, a failure by any party to any agreement relating to the receipt of Parcel Tax Revenues by the City to honor its obligations thereunder, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either thereof or any failure by the Authority or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture or this Agreement. Notwithstanding the foregoing, the City does not guarantee Parcel Taxes collected will be sufficient to pay debt service on the Bonds nor does the City guarantee that the voters of the City will not, by initiative, reduce or attempt to reduce the annual levy of the Parcel Tax below the amount required to pay debt service on the Bonds. Notwithstanding the foregoing, should any court suspend, enjoin, or otherwise prohibit the collection or distribution of the Parcel Tax, the City shall not be required to make Parcel Tax Payments.

Nothing contained in this Section 3.03 shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and in the event the Authority shall fail to perform any such agreements on its part, the City may institute such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of the preceding paragraph.

Section 3.04 Transfer to Pay Parcel Tax Payments. In order to provide for the payment of the principal of and interest on the Bonds and all Additional Costs when due, the City shall transfer to the Trustee on each Parcel Tax Payment Date for deposit into the Revenue Fund all Parcel Tax Revenues.

Section 3.05 Payment on Non-Business Days In the event any Parcel Tax Payment Date is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

ARTICLE IV
DISCLAIMER OF WARRANTIES

Section 4.01 Disclaimer of Warranties. The City and the Trustee make no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the Project, or any other representation or warranty with respect to the Project. In no event shall the City and the Trustee

be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Agreement or the Indenture for the existence, furnishing or functioning of the Project.

ARTICLE V
PLEDGE OF PARCEL TAX PAYMENTS AND ASSIGNMENT

Section 5.01 Pledge and Assignment by the Authority. The Authority's right, title and interest in this Agreement, including the right to receive and enforce payment of the Parcel Tax Payments to be made by the City under this Agreement, but none of the Authority's obligations, have been pledged and assigned to the Trustee by the Authority, except for the Authority's rights to give approvals and consents hereunder subject to certain other exceptions, pursuant to the Indenture, to which pledge and assignment the City hereby consents. Except for the pledge and assignment pursuant to the Indenture, the Authority shall not assign or pledge this Agreement or its rights hereunder.

Section 5.02 No Assignment by the City. This Agreement may not be assigned by the City.

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

Section 6.01 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) failure by the City to pay any Parcel Tax Payment by the Parcel Tax Payment Date therefor and such default is not cured within fifteen (15) days;

(b) failure by the City to observe and perform any material covenant, condition or agreement on its part to be observed or performed in this Agreement or the Indenture, other than as referred to in clause (a) of this Section 6.01, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Authority, the Trustee or the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority, the Trustee or such Holders, as applicable, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; and

(c) the filing by the City of a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property.

Section 6.02 Remedies on Default. Whenever any event of default referred to in Section 6.01 hereof shall have happened and be continuing, the Authority may, and in the event of the occurrence of an event of default specified in Section 6.01(a) or (c) hereof shall take whatever action at law or in equity as is necessary or desirable to collect the Parcel Tax Payments then due or thereafter to become due during the term of this Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement.

Notwithstanding anything herein to the contrary, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right to control all remedies for default hereunder.

Section 6.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give any notice, other than such notice as may be required in this Article VI or by law.

Section 6.04 No Additional Waiver Implied by One Waiver. In the event any agreement or covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.05 Trustee and Certificate Holders to Exercise Rights. Such rights and remedies as are given to the Authority under this Article VI have been assigned by the Authority to the Trustee under the Indenture, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners of the Bonds as provided in the Indenture. The Trustee shall be deemed a third-party beneficiary under this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices. All notices, Bonds or other communications hereunder shall be sufficient when given and shall be deemed to have been received (except for notices to the Trustee, which shall be deemed effective upon actual receipt thereof) 48 hours after deposit in the United States mail with postage fully prepaid:

If to the Authority: Santa Fe Springs Public Financing Authority
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Executive Director

If to the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: City Manager
If to the Trustee:	U.S. Bank Trust Company, National Association 633 W. 5th Street, 24th Floor Los Angeles, California 90071 Attention: Global Corporate Trust Services

The Authority, the Trustee, and the City, by notice given hereunder, may designate different addresses to which subsequent notices, Bonds or other communications will be sent.

Section 7.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns, including any successors and assigns of the City succeeding to the functions of the City.

Section 7.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.04 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified by written instrument signed by the City and the Authority and without the prior written consent of the majority Bond Owners in order to effectuate amendments to this Agreement of the type described in Section 2.10 and Section 9.01(b) (i) through (vi) of the Indenture. All other amendments or modifications to this Agreement shall be by written instrument signed by the City and the Authority with the prior written consent of the majority Bond Owners. No amendment to this Agreement shall be effective unless notice of the proposed amendment has been provided to the Bondholders at least 30 days prior to the proposed effective date of the amendment.

Section 7.05 Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 7.06 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 7.08 Authority and City Representatives. Whenever under the provisions of this Agreement the approval of the Authority or the City is required, or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority by a Authority Representative and for the City by a City Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 7.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Agreement.

IN WITNESS WHEREOF, the Authority has caused this Financing Agreement to be executed in its corporate name by its duly authorized officer; and the City has caused this Financing Agreement to be executed in its name by its duly authorized officer as of the date first above written.

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

By:_____
Executive Officer

CITY OF SANTA FE SPRINGS

By:_____
City Manager

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED APRIL ____, 2025

NEW ISSUE – BOOK-ENTRY ONLY

Rating: Moody's: "[___]"
See "Rating" herein.

In the opinion of Best Best & Krieger LLP, Los Angeles, California ("Bond Counsel"), subject, however, to certain qualifications described in this Official Statement, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest on the Bonds is excluded from gross income for federal income tax purposes, and interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income tax. See "TAX MATTERS" herein.

$[PAR AMOUNT]*
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
2025 SPECIAL PARCEL TAX REVENUE BONDS
(SANTA FE SPRINGS ROAD IMPROVEMENTS)

Dated: Date of Delivery **Due: June 1, as shown below**

The Santa Fe Springs Public Financing Authority (the "Authority") 2025 Special Parcel Tax Revenue Bonds (the "Bonds") are being issued to provide funds to (i) finance the costs of public capital improvements for the purpose of maintaining and repairing the roads in the City of Santa Fe Springs (the "City"), (ii) [provide a debt service reserve for the Bonds through the purchase of a reserve policy], and (iii) pay costs of issuance of the Bonds. See "THE PROJECT AND THE PLAN OF FINANCE" herein. The Bonds will be issued and secured pursuant to the terms of that certain Indenture of Trust, dated as of [DATE] (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association(the "Trustee"). [Concurrently with the issuance of the Bonds, [RESERVE INSURER] will issue its Municipal Bond Debt Service Reserve Insurance Policy relating to the Bonds.]

Interest on the Bonds, which is payable semiannually on each June 1 and December 1, commencing December 1, 2025, and the principal thereof are payable by the Trustee to Cede & Co., and such interest and principal payments are to be disbursed to the beneficial owners of the Bonds through their nominees. The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company. Individual purchases will be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of the Bonds will not receive certificates representing their beneficial ownership in the Bonds but will receive credit balances on the books of their respective nominees. **The Bonds are subject to redemption prior to maturity and purchase in lieu of redemption as more fully described herein.** See "THE BONDS."

The Bonds are special obligations of the Authority payable solely from, and are secured by a first and prior lien on, Revenues of the Authority. "Revenues" generally consist of revenues from a special parcel tax (the "Parcel Tax," and the revenues from such Parcel Tax herein being referred to as the "Parcel Tax Revenues") levied and collected on each taxable parcel of commercial, industrial and vacant real property within the City of Santa Fe Springs ("City"). The Parcel Tax was authorized by Measure SFS approved by the voters of the City at the November 5, 2024 election ("Measure SFS"). Additional bonds secured by the Revenues on a parity with or subordinate to the Bonds may be issued in the future. See "SECURITY FOR THE BONDS" and "PARCEL TAX AND RELATED INFORMATION."

Neither the full faith and credit nor the taxing power of the State of California (the "State") or any public agency thereof or the Authority or any Member of the Authority (including the City) is pledged to the payment of the Bonds, except for the Parcel Tax to be levied by the City and pledged to pay the Bonds. The Bonds do not constitute a debt, liability or obligation of the State or any public agency thereof (other than a special obligation of the Authority payable solely from the Measure SFS Parcel Tax Revenues) or any Member of the Authority (including the City), and neither the directors or officers of the Authority nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance. The Authority has no taxing power.

Maturity Schedule
$[PAR AMOUNT] Serial Bonds

Maturity (June 1)	Principal Amount	Interest Rate	Yield	CUSIP† (Base: [_____])	Maturity (June 1)	Principal Amount	Interest Rate	Yield	CUSIP† (Base: [_____])

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of the Bonds. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used but not defined on this cover page will have the meanings set forth herein.

The Bonds are offered when, as and if delivered and received by the Underwriter, subject to the approval as to their legality by Best Best & Krieger LLP, Los Angeles, California, Bond and Disclosure Counsel and certain other conditions. Certain legal matters will be passed upon by general counsel to the Authority by Olivarez Madruga Law Organization, LLP, and for the Underwriter by its counsel, Kutak Rock LLP. It is anticipated that the Bonds will be available for delivery through the facilities of The Depository Trust Company on or about [DATE].

Cabrera Capital Markets, LLC

Dated: [DATE].

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* *Preliminary, subject to change*,

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the School District, the District, the Underwriter or their agents or counsel are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

No broker, dealer, salesman or other person has been authorized by the Underwriter, the Authority or the Trustee to give any information or to make any representations other than those contained in this Official Statement in connection with the offering made hereby and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority since the date hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information contained in this Official Statement has been obtained from the Authority and other sources believed by the Authority to be reliable.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Authority does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

In reliance upon exemptions contained in such acts, the Bonds have not been registered under the Securities Act of 1933, as amended in reliance upon an exemption contained in such Act, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended. The registration or qualification of the Bonds in accordance with applicable provisions of securities laws of any state in which the Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation. Neither those states nor any of their agencies have passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or opinions, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

IN CONNECTION WITH THE OFFERING OF THE CERTIFICATES, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT MAY STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME

The City maintains a website. The information presented on such website is not incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds. Various other websites referred to in this Official Statement also are not incorporated herein by such references.

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

CITY COUNCIL AND BOARD OF DIRECTORS

William K. Rounds, Mayor/Chairperson
Joe Angel Zamora, Mayor Pro Tem/Vice Chairperson
Annette Rodriguez, Councilmember/Board Member
Juanita Martin, Councilmember/Board Member
John M. Mora, Councilmember/Board Member

AUTHORITY STAFF

René Bobadilla, P.E., Executive Director
Lana Dich, Treasurer
Rick R. Olivarez, General Counsel

BOND AND DISCLOSURE COUNSEL

Best Best & Krieger LLP
Los Angeles, California

MUNICIPAL ADVISOR

Kosmont Financial Services, LLC
Manhattan Beach, California

TRUSTEE

U.S. Bank Trust Company, National Association
Los Angeles, California

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MAP OF SANTA FE SPRINGS

$[PAR AMOUNT]*
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
2025 SPECIAL PARCEL TAX REVENUE BONDS

INTRODUCTION

General

This Official Statement, including the cover page and all appendices hereto, provides certain information concerning the sale and delivery of the Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds (the "Bonds"). Descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS" hereto. This Introduction is subject in all respects to the more complete information contained in this Official Statement, and the offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The Bonds are being issued pursuant to that certain Indenture of Trust, dated as of [DATE] (the "Indenture"), by and between the Santa Fe Springs Public Financing Authority (the "Authority") and U.S. Bank Trust Company, National Association (the "Trustee"), as trustee, and are authorized pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title I of the California Government Code (the "Law").

The Authority

The Authority is a joint exercise of powers agency created on August 24, 1989 pursuant to the California Government Code and that certain Joint Powers Agreement, as amended, by and between the City and the City of Santa Fe Springs Housing Authority (each, a "Member" and collectively, the "Members"). The Authority's purpose is to provide, through the issuance of debt, financing for public capital improvements. For more information regarding the Authority, see "THE AUTHORITY" herein. For demographic information on the City, see APPENDIX A – "DEMOGRAPHIC INFORMATION REGARDING THE CITY OF SANTA FE SPRINGS" attached hereto. For information on the Project, see "THE PROJECT AND THE PLAN OF FINANCE" herein.

Plan of Financing

Proceeds of the Bonds will be used to provide funds to (i) finance the costs of public capital improvements for the purpose of maintaining and repairing the roads in the City of Santa Fe Springs, (ii) [provide a debt service reserve for the Bonds through the purchase of a reserve policy], and (iii) pay costs of issuance of the Bonds. See "THE PROJECT AND THE PLAN OF FINANCE" herein.

Security for the Bonds

Parcel Taxes. The Bonds will be issued and secured pursuant to the terms of the Indenture. The Bonds are special obligations of the Authority payable solely from, and are secured by a first and prior lien on, Revenues of the Authority. "Revenues" generally consist of revenues from a special parcel tax (the

* *Preliminary, subject to change.*

"Parcel Tax," and the revenues from such Parcel Tax herein being referred to as the "Parcel Tax Revenues") levied and collected by the County on each taxable parcel of commercial, industrial and vacant real property within the City. The Parcel Tax was authorized by Measure SFS approved by the voters of the City at the November 5, 2024 election ("Measure SFS"). See "SECURITY FOR THE BONDS" and "PARCEL TAX AND RELATED INFORMATION."

Pursuant to that certain Financing Agreement, dated as of [DATE] (the "Financing Agreement"), by and between the City and the Authority, the City will make payments from Parcel Tax Revenues (the "Parcel Tax Payments") to the Trustee, as assignee of the Authority, on or about [November 15 and May 15] of each year (each, a "Parcel Tax Payment Date"). Parcel Tax Payments received by the Trustee will be used to pay principal and interest on the Bonds as they become due, and any costs, expenses and fees payable by the Authority relating to the Bonds ("Additional Costs"). Additional bonds secured by the Revenues on a parity with or subordinate to the Bonds may be issued in the future. Parcel Tax Revenues received by the Trustee in excess of the amount needed to pay the debt service on the Bonds will be transferred to the City for any legal use thereof. See "SECURITY FOR THE BONDS – Security under the Indenture," "– Financing Agreement" and "– Additional Indebtedness."

No Reserve Fund. The Authority has not established a debt service reserve fund for the Bonds.

Neither the full faith and credit nor the taxing power of the State of California (the "State") or any public agency thereof or the Authority or any Member of the Authority (including the City) is pledged to the payment of the Bonds, except for the Parcel Tax to be levied by the City and which are pledged to pay the Bonds. The Bonds do not constitute a debt, liability or obligation of the State or any public agency thereof (other than a special obligation of the Authority payable solely from the Revenues) or any Member of the Authority (including the City), and neither the directors or officers of the Authority nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance. The Authority has no taxing power.

Redemption

The Bonds are subject to redemption prior to maturity and purchase in lieu of redemption as described herein. See "THE BONDS" herein.

Continuing Disclosure

The Authority will covenant in a Continuing Disclosure Agreement to provide certain financial information and notices of certain enumerated events. Such information and notices will be filed by [_____], as Dissemination Agent, on behalf of the Authority with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system ("EMMA"). The Authority will be solely responsible for any continuing disclosure to Bondholders. For more information concerning continuing disclosure, see "CONTINUING DISCLOSURE" and APPENDIX F – "FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

The Authority and the City regularly prepare a variety of reports, including audits, budgets and related documents. Any interested person may obtain a copy of certain reports, as available, from the Authority and the City. Such information is not incorporated herein by reference.

THE AUTHORITY

General

The Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title I of the California Government Code, and pursuant to that certain Joint Powers Agreement, dated August 24, 1989 (as amended, the "JPA Agreement"), by and between the City and the City of Santa Fe Springs Housing Authority. The Authority is authorized to issue the Bonds under the Law. The Authority's purpose is to provide, through the issuance of debt, financing for public capital improvements.

The Authority is governed by a five-member Board which consists of all members of the City Council. The Mayor serves as the Chairperson of the Authority. The City Manager acts as the Executive Director, the City Clerk acts as the Secretary, the Finance Director acts as the Treasurer of the Authority.

Brief biographies of the Executive Director and the Treasurer follow:

René Bobadilla, P.E., Executive Director. Mr. Bobadilla has served over 28 years in local government including almost 12 years of service to local communities as a City Manager. Mr. Bobadilla's extensive background in local government led him to oversee several City organizations where he has held the position of City Manager, most recently, the City of Montebello since July of 2019, Pico Rivera from 2014 to 2018, Huntington Park from 2012 to 2014, and El Monte from 2009 to 2012.

Prior to his role as a City Manager, Mr. Bobadilla served in various executive roles, where he demonstrated the ability to strengthen core municipal services through improvements in the delivery of responsive services to customers. Mr. Bobadilla served as the Director of Economic Development and Sustainability for the City of Commerce and prior to serving as the City Manager of El Monte, he was the Director of Public Works, where he managed large capital projects.

Mr. Bobadilla is a registered civil engineer and his earlier career from 1994 to 2009 he worked in both private and public capacities directly related to engineering and management. He continues to use his extensive engineering experience to improve public infrastructure, economic development and municipal operations. He holds a Master of Public Administration from Villanova University and a Bachelor of Science in Civil Engineering from California State Polytechnic University.

Lana Dich, Treasurer. [BIO TO COME].

The City's financial statements for the fiscal year ended June 30, 2024 are attached hereto as APPENDIX B.

THE PROJECT AND THE PLAN OF FINANCE

A portion of the proceeds of the Bonds will be used to finance various road improvements through the City limits. [DESCRIBE THE NATURE OF THE ROAD IMPROVEMENTS].

See "SOURCES AND USES OF FUNDS" and "PARCEL TAX AND RELATED INFORMATION – Measure SFS."

SOURCES AND USES OF FUNDS

The following table sets forth the sources and uses of funds relating to the Bonds.

Sources:

Principal Amount of Bonds	
[Plus] [net] Original Issue Premium	
Total Sources	

Uses:

Deposit to Project Fund	
Costs of Issuance[(1)]	
Total Uses	

(1) Includes legal costs, Trustee fees, Underwriter's discount, fees of the Municipal Advisor, printing costs, [Reserve Policy premium] and certain other legal and financing expenses.

THE BONDS

The Bonds will be dated the date of delivery and will be payable in the years and amounts and bear interest at the respective rates set forth on the cover page hereof, which interest will be payable on June 1 and December 1 of each year, commencing December 1, 2025 (each, an "Interest Payment Date"). The Bonds will be delivered only in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only in denominations of $5,000 or any integral multiple thereof. See " – Book-Entry Only System" below and APPENDIX E – "INFORMATION CONCERNING DTC AND THE BOOK-ENTRY SYSTEM" attached hereto.

Book-Entry Only System

One fully-registered Bond will be issued for each maturity of the Bonds in the principal amount of the Bonds of such maturity. The Bonds will be registered in the name of Cede & Co. and will be deposited with DTC. The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered and will be governed by the provisions of the Indenture with respect to payment of principal and interest and rights of exchange and transfer.

There can be no assurance that DTC participants or others will distribute payments with respect to the Bonds received by DTC or its nominee as the registered Owner, or any prepayment or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or that DTC will service and act in the manner described in this Official Statement. See APPENDIX E – "INFORMATION CONCERNING DTC AND THE BOOK-ENTRY SYSTEM" hereto for additional information concerning DTC.

Optional Redemption*

The Bonds maturing on or before June 1, 20___, will not be subject to optional redemption prior to their respective stated maturities. The Bonds maturing on or after June 1, 20___, will be subject to optional redemption on any date on or after June 1, 20___, in whole or in part, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest to the redemption date, without a premium.

Purchase in Lieu of Redemption

In lieu, or partially in lieu, of such call and redemption, moneys of the Authority may be used to purchase Outstanding Bonds in the manner provided in the Indenture. Purchases of Outstanding Bonds may be made by the Authority prior to the selection of Bonds for redemption by the Trustee, at public or private sale as and when and at such prices as the Authority may in its discretion determine but only at prices (including brokerage or other expenses) of not more than par plus applicable accrued interest and redemption premiums, and any accrued interest payable upon the purchase of Bonds may be paid from the amount in the Revenue Fund for payment of interest on the following Interest Payment Date.

Mandatory Sinking Fund Redemption*

The Term Bonds maturing on June 1 in the years [___] are subject to mandatory sinking fund redemption on June 1 in each year as shown in the following tables, by lot, at a redemption price equal to the principal amount thereof, together with accrued interest to the date of redemption, without premium, as follows:

Sinking Fund Redemption Date (June 1)	**Principal Amount to be Redeemed**
	$

†

† Maturity.

Selection of Bonds for Redemption

Whenever provision is made in the Indenture for the redemption of less than all of the Bonds of the same maturity, the Trustee will select the Bonds of such maturity to be redeemed from all Bonds of such maturity not previously called for redemption, by lot in any manner which the Trustee in its sole discretion deems appropriate. For purposes of such selection, all Bonds will be deemed to be comprised of separate $5,000 denominations and such separate denominations will be treated as separate Bonds which may be separately redeemed.

Notice of Redemption

Pursuant to the Indenture, the Trustee is required to give notice (the "Redemption Notice"), at the expense of the Authority, of the redemption of the Bonds. Such Redemption Notice will specify: (a) the

* Preliminary; subject to change.

Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed; (b) the date of redemption; (c) the place or places where the redemption will be made, including the name and address of any paying agent; (d) the redemption price; (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed; (f) if less than all the Bonds of a maturity are to be redeemed, the certificate numbers of the Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the amount of such Bond to be redeemed; and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. The Redemption Notice must also state that on the specified date there will become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the redemption date, and that from and after such date interest with respect to the Bond to be redeemed will cease to accrue and be payable. A Redemption Notice in respect of optional redemption will not be provided unless there has been deposited with the Trustee funds sufficient to pay such redemption price (except in the case of redemption resulting from the issuance of refunding obligations).

At least 30, but not more than 60, days prior to the redemption date, the Trustee will cause Redemption Notices to be given to the respective Owners of Bonds designated for redemption by first class mail, at their addresses appearing on the Bond Register maintained by the Trustee (or with respect to Bonds held by the Securities Depository, either via electronic means or by an express delivery service for delivery on the next following Business Day or by such other means as otherwise permitted or required by the Securities Depository's procedures). Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given will affect the sufficiency of the proceedings for the redemption of such Bonds.

The Authority has the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption will be canceled and annulled if for any reason funds will not be or are not available on the date fixed for prepayment for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default under the Indenture. The Authority and the Trustee have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Effect of Notice of Redemption

Notice having been mailed as described above, and moneys for the redemption (including the interest to the applicable date fixed for redemption and including any applicable premium), having been set aside in the Redemption Account established under the Indenture, the Bonds will become due and payable on said date, and, upon presentation and surrender thereof at the Office of the Trustee, said Bonds will be paid at the Redemption Price thereof, together with interest accrued and unpaid to said date.

If, on said date fixed for redemption, moneys for the redemption of all the Bonds to be redeemed, together with interest to said date, is held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof has been mailed as described above and not canceled, then, from and after said date, interest on said Bonds will cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Bonds will be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity as described herein will be canceled upon surrender thereof and delivered to the Authority.

DEBT SERVICE SCHEDULE AND DEBT SERVICE COVERAGE

The following table shows the annual debt service requirements for the Bonds.

Period Ending June 1	Principal	Interest	Total

Total

Debt Service Coverage from Parcel Tax

The following table reflects the scheduled debt service on the Bonds and the coverage from the levy of the Parcel Tax.

Period Ending June 1	Estimated Parcel Taxes	2025 Bonds Debt Service	Total Debt Service	Debt Service Coverage

SECURITY FOR THE BONDS

Security under the Indenture

The Indenture provides that, subject only to certain specified exceptions, all of the Revenues received by the Authority (or the Trustee on the Authority's behalf) and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Indenture are pledged by the Authority to secure the payments of the principal of and interest on the Bonds. "Revenues" are defined under the Indenture as, during any fiscal period, the sum of the following amounts: (1) all amounts payable by the City pursuant to the Financing Agreement, (2) all Parcel Tax Revenues pledged to

the Authority and the Trustee by the City pursuant to the Financing Agreement, including the pledge of and security interest in such Parcel Tax Revenues granted to the Authority and the Trustee, and (3) all investment earnings on amounts held by the Trustee in the funds and account under the Indenture other than amounts deposited to the Rebate Fund. The Indenture states that this pledge constitutes a first lien on and security interest in such assets and that it will attach, be perfected and be valid and binding from and after delivery of the Bonds by the Trustee, upon the physical delivery thereof.

The Authority transfers in trust and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds, all of the Revenues. The Trustee is entitled to and will collect and receive all of the Revenues, and any Revenues collected or received by the Authority will be deemed to be held, and to have been collected or received, by the Authority and will forthwith be paid by the Authority to the Trustee. The Trustee is also entitled to and may take all steps, actions and proceedings reasonably necessary in its judgment, to enforce, either jointly with the Authority or separately, all of the rights of the Authority with respect to the Financing Agreement, including, but not limited to, the obligation of the City to pay the Parcel Tax Payments and to perform all other covenants under the Financing Agreement. All Parcel Tax Payments received by the City shall be deposited into the Revenue Fund (defined below) and distributed as described below.

To the extent the Trustee has not received a Parcel Tax Payment from the City on the applicable Parcel Tax Payment Date, the Trustee will notify the Authority of the amount of such deficiency. Upon receipt from the Authority of such deficiency, the Trustee will deposit such amounts in a special fund established under the Indenture and designated as the "Revenue Fund."

All Revenues are required to be promptly deposited into the Revenue Fund by the Trustee upon receipt thereof. The Trustee is required to transfer from the Revenue Fund and deposit into the following respective accounts (each of which the Trustee is required to establish and maintain in trust), the following amounts at the following times in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(a) On each Parcel Tax Payment Date, commencing on or about [DATE], the Trustee will deposit in the Interest Account an amount which, together with the amounts then on deposit therein, is required to cause the aggregate amount on deposit in the Interest Account to equal the amount then required to make any payment of interest on the Bonds. The Trustee will also deposit in the Interest Account any other moneys received by it from the Authority and designated in writing by the Authority for deposit in the Interest Account.

(b) On or about May 15 of each year, commencing on or about May 15, 20[_], the Trustee will deposit in the Principal Account an amount which, together with the amounts then on deposit therein, is required to cause the aggregate amount on deposit in the Principal Account to equal the aggregate amount of principal then coming due and payable on the Bonds.

Following the foregoing transfers on each Parcel Tax Payment Date, the Trustee will deposit in the Surplus Account all remaining amounts. Amounts in the Surplus Account may be used by the Authority to pay or reimburse the payment of the reasonable costs and expenses incurred by the Authority to administer the Bonds (including reasonable fees and expenses of the Trustee) and for any other legal use thereof.

Financing Agreement

Revenues of the Authority pledged under the Indenture consist primarily of the Parcel Tax Revenues levied by the City and collected by the County on each taxable parcel of real property within the City pursuant to Measure SFS. Pursuant to the Financing Agreement, the City will make Parcel Tax Payments to the Trustee from Parcel Tax Revenues. Such Parcel Tax Payments will be in such amounts as will be sufficient to pay principal and interest on the Bonds as they become due, and any Additional Costs.

To secure the prompt and complete payment of the Parcel Tax Payments when due and the principal of and interest on the Bonds and the performance by the City of all of its covenants and obligations under the Financing Agreement, the City will pledge to the Authority and the Trustee (and their successors and assigns) for the benefit of the Bondholders and grants a security interest in all of the right and title to and interest in all Parcel Tax Revenues received by the City. **The City does not pledge its full faith and credit to the payment of Parcel Tax Payments.**

In order to provide for the payment of the principal of and interest on the Bonds and all Additional Costs when due, the City will transfer to the Trustee on each Parcel Tax Payment Date for deposit into the Revenue Fund all of the Parcel Tax Revenues. See "PARCEL TAX AND RELATED INFORMATION" for additional information on the collection and transfer of Parcel Tax Revenues.

Additional Indebtedness

Generally, the Authority may issue additional bonds secured by Revenues on a parity with the Bonds (the "Parity Bonds"), subject to the following conditions:

(a) The Financing Agreement will be amended or supplemented as permitted therein in order to provide funds for the payment of the principal of, redemption premium, if any and interest on the Parity Bonds, as well as any costs of the Authority relating to the Parity Bonds;

(b) No Event of Default under the Indenture has occurred and then be continuing;

(c) Revenues, calculated pursuant to generally accepted accounting principles, as shown by the audited financial statements of the Authority for the most recent Fiscal Year, amounts to at least 1.10 times the maximum annual debt service on the Outstanding Bonds, the Parity Bonds, and on all other Outstanding Parity Bonds coming due and payable in the most recent Fiscal Year;

(d) Interest on such Parity Bonds will be payable on June 1 and December 1 in each year of the term of such Parity Bonds, and the principal of such Parity Bonds will be payable on June 1 in any year, as determined by the Authority, in which principal is payable;

(e) An opinion of Bond Counsel delivered to the Trustee that the delivery of the Parity Bonds has been duly authorized by the Authority in accordance with the Indenture; that the Parity Bonds will be legally valid and binding limited obligations of the Authority; and that the issuance of such Parity Bonds will not in and of itself impair the exclusion for federal income tax purposes of interest on any Outstanding Bonds; and

(f) The Authority will deliver to the Trustee a certificate of the Authority certifying that the conditions precedent to the issuance of such Parity Bonds set forth herein have been satisfied.

The Authority may also issue obligations payable from Revenues on a subordinate basis (the "Subordinate Bonds") to payment of Debt Service on the Bonds, provided the Authority complies with paragraphs (a), (b), (d), (e) and (f) above. See APPENDIX C – "SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – THE INDENTURE OF TRUST – Additional Contracts and Parity Bonds."

PARCEL TAX AND RELATED INFORMATION

Measure SFS

The City Council placed on the November 5, 2024 general election a ballot a parcel tax measure for the purpose of maintaining and repairing the roads in the City of Santa Fe Springs. The ballot measure, Measure SFS, asked voters to decide whether the City Council should adopt an ordinance authorizing an annual parcel tax for 25 years based on land use of 7¢ per square foot for commercial lots and 3.5¢ per square foot for industrial and vacant lots, with public audits, expenditure reports, citizen oversight. On November 5, 2024, 76.72% of the voters approved Measure SFS. The annual parcel tax rate is subject to an automatic 2% escalator each year beginning in the 2026-27 tax year.

Under Measure SFS, the term "parcel" means a parcel of property as shown on the records of Los Angeles County Assessor's Office.

The Parcel Tax is not imposed upon any parcel that is solely in residential use. The City Council may adopt a resolution providing additional exemptions to the Parcel Tax.

The records of the Assessor of the County of Los Angeles ("County") as of July 1st of each year will provide the basis for determining the use and improvement of each parcel for the calculation of the Parcel Tax applicable to that parcel in the following fiscal year, with such corrections as deemed necessary to reflect the actual use and improvement of any parcel. The Parcel Tax will end at midnight on June 30, 2050. Voter approval of a new ballot measure would be necessary in order to renew or extend the levy of the Parcel Tax after June 30, 2050. The Bonds are scheduled to mature on June 1, 2050.

Parcel Tax Revenues will be deposited into a special fund to be maintained by the City, and, pursuant to the provisions of the Financing Agreement, will be remitted to the Trustee until all of the Bonds are fully repaid in accordance with the Indenture. The chief fiscal officer of the City will annually file with the City Council a report regarding the amount of Parcel Tax Revenues collected and expended and the status of any project authorized to be funded with the Parcel Tax Revenues, as required by California Government Code Section 50075.3, as amended from time to time. The Authority will provide all Parcel Tax revenue and expenditure information to the chief fiscal officer of the City, as required by the Financing Agreement.

The following table provides the current allocation of taxable parcels of commercial, industrial and vacant properties within the City, their respective total square footages and their expected Parcel Tax Revenues.

CITY OF SANTA FE SPRINGS
ALLOCATION OF TAXABLE PARCELS BY TYPE

Category	Parcels	Total SF	Parcel Tax Rate	Total Parcel Tax Revenues	Assessed Value	Effective Parcel Tax %
Commercial	223	12,823,403	$0.070	$ 897,638	$ 311,165,435	0.2885%
Industrial	1,494	139,876,767	0.035	4,895,687	3,521,201,975	0.1390
Vacant Lots	159	8,193,809	0.035	286,783	140,658,370	0.2039
Total	1,876	160,893,979		$6,080,108	$3,973,025,780	

Source: HdL Coren & Cone and County of Los Angeles Assessor.

The following table shows the 10 largest owners of taxable property subject to the Parcel Tax levy in the City for Fiscal Year 2025-26.

Property Owner	Primary Land Use	Square Footage	Percentage of Total Square Footage[1]
GLC SFS II LLC		3,313,054	2.07%
GOLDEN SPRINGS DEVELOPMENT		1,439,865	0.90
MCMASTER CARR SUPPLY COMPANY		1,379,954	0.86
AMB US LOGISTICS FUND LP		1,307,539	0.82
WG HOLDINGS SPV LLC		1,176,221	0.74
14141 ALONDRA LP		1,058,754	0.66
REXFORD INDUSTRIAL		973,940	0.61
KELLY PIPE COMPANY LLC		936,052	0.59
LBA OR CORE-COMPANY V LLC		929,611	0.58
PR MID COUNTIES LLC		904,793	0.57

Source: [TO COME]
(1) Calculated based on total square feet of 159,939,979.

Parcel Tax Levy and Collection

The Parcel Tax is collected on the County's property tax bill sent to owners of taxable property in the same manner, on the same dates, and are subject to the same penalties and interest as other charges and taxes fixed and collected by the County. The Parcel Tax is levied on property in addition to the 1% *ad valorem* property taxes and other amounts levied pursuant to the County's property tax bill. The County sends out property tax bills in late September or early October of each year. The first installment of property taxes is due on November 1 of each year and is delinquent after 5:00 p.m. on the following December 10. The second installment of the property tax is due on December 1 of each year and is delinquent after 5:00 p.m. on the following April 10.

The levy and collection of the Parcel Tax will begin in Fiscal Year 2025-26. For Fiscal Year 2025-26, it is estimated that the City will levy an aggregate amount of the Parcel Tax of approximately $6,438,250. The final fiscal year in which the Parcel Tax will be levied is Fiscal Year 2049-50.

The Parcel Tax, together with all penalties and interest thereon, will constitute a lien upon the parcel upon which it is levied until it has been paid. The Parcel Tax, together with all penalties and interest thereon, will constitute until paid, to the extent authorized by law, a personal obligation to the County by the persons who own the parcel on the date the tax is due. In general, if an owner of taxable property does not pay its property tax bill in full by certain final delinquency dates then the County may initiate foreclosure proceedings on the property in order to generate sales proceeds to pay delinquent taxes.

Delinquencies; No Teeter Plan

Certain counties in the State operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. The County has not adopted the Teeter Plan, and consequently the Teeter Plan is not available to local taxing entities within the County, such as the City. The City's receipt of property taxes is therefore subject to delinquencies.

A summary of property taxes levied, collected and delinquent for the City for each year beginning in fiscal year 2019-20 is shown in the following table.

		Collected Within Fiscal Year of Levy			Total Collections to Date	
Fiscal Year Ended June 30	Property Taxes Levied	Amount Collected	Percentage of Levy	Collected in Subsequent Years[1]	Amount Collected	Percentage of Levy
2019	$39,275,800	$38,914,079	99.08%	-	$38,914,079	99.08%
2020	45,613,414	45,027,883	98.72	-	45,027,883	98.72
2021	46,103,009	45,790,160	99.32	-	45,790,160	99.32
2022	48,011,117	47,858,974	99.11	-	47,585,974	99.11
2023	50,915,906	50,660,885	99.50	-	50,660,885	99.50

The amounts in the above table include City property taxes and redevelopment agency tax increment, including amounts passed through to other agencies.

(1) Information not available.

Source: City Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. and effective _____, 2025. The Debt Report is included for general information purposes only. Neither the Authority, the City nor the Underwriter has reviewed the Debt Report for completeness or accuracy and neither the Authority, the City nor the Underwriter makes any representation in connection therewith.

[INSERT TABLE]

CERTAIN RISKS OF BOND OWNERS

The following section describes certain risk factors affecting the payment of and security for the Bonds. The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Bonds and their credit quality. The following discussion of risks is not meant to be an exhaustive list of the risks associated with the purchase of the Bonds and does not necessarily reflect the relative importance of the various issues. Potential investors are advised to consider the following factors, along with all other information in this Official Statement, in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

General

The payment of principal of and interest on the Bonds is secured solely by a pledge of the Revenues and certain funds under the Indenture. Revenues consist primarily of Parcel Tax Revenues. No assurance can be made that the County will be able to collect Parcel Tax Revenues in an amount sufficient to pay the debt service on the Bonds. See "SECURITY FOR THE BONDS." Further, there can be no assurance that the voters of the City will not, by initiative, reduce or attempt to reduce the annual levy of the Parcel Tax below the amount required to pay debt service on the Bonds. See "Proposition 218" below.

Limited Special Obligations

The Bonds are special obligations of the Authority, payable from and secured as to the payment of the principal thereof and the redemption premium, if any, and the interest thereon solely from Revenues in accordance with their terms and the terms of the Indenture. The Bonds shall not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the Authority be obligated to pay principal of or redemption premium, if any, or interest on the Bonds except from the Revenues. None of the State, the City, nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premium, if any, or interest on the Bonds, and neither the full faith and credit nor the taxing power of the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premium, if any, or interest on the Bonds. The payment of the principal of or redemption premium, if any, or interest on the Bonds does not constitute a debt, liability or obligation of the State, the City, or any public agency (other than the Authority) or any member of the Authority.

Limitations on Remedies and Bankruptcy

The rights and remedies provided in the Indenture and the Financing Agreement may be limited by and are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, and to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California. The various opinions of counsel to be delivered with respect to such documents, including the opinion of Bond Counsel (the form of which is attached as APPENDIX D), will be similarly qualified.

The enforcement of the remedies provided in the Financing Agreement and the Indenture could prove both expensive and time consuming. In the event of a default, the Trustee is not empowered to sell the Project in order to pay debt service on the Bonds. In addition, the rights and remedies provided in the Financing Agreement and Indenture may be limited by and are subject to provisions of the federal bankruptcy laws, as now or hereafter enacted, and to other laws or equitable principles that may affect creditors' rights. If the City were to file a petition under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), the Bondholders and the Trustee could be prohibited or severely restricted from taking any

steps to enforce their rights under the Financing Agreement and from taking any steps to collect amounts due from the City under the Financing Agreement. If the Authority were to file a petition under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), the Bondholders and the Trustee could be prohibited or severely restricted from taking any steps to enforce their rights under the Indenture and from taking any steps to collect amounts due from the Authority under the Indenture.

Neither the full faith and credit nor the taxing power of the State of California or any public agency thereof or the Authority or any Member of the Authority (including the City) is pledged to the payment of the Bonds. The Bonds do not constitute a debt, liability or obligation of the State of California or any public agency thereof (other than the Authority payable solely from the Revenues) or any Member of the Authority (including the City), and neither the directors of the Authority nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance. The Authority has no taxing power.

Proposition 218

On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of local agencies to levy and collect both existing and future taxes, assessments, fees and charges. The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Proposition 218 (Article XIIIC) requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the County require a majority vote and taxes for specific purposes, even if deposited in the County's General Fund, require a two-thirds vote. Further, any general purpose tax which Los Angeles County imposed, extended or increased without voter approval after December 31, 1994 may continue to be imposed only if approved by a majority vote in an election which must be held within two years of November 5, 1996.

Proposition 218 (Article XIIIC) also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. The Authority believes that the Parcel Taxes are in compliance with Proposition 218; however, the voters of the City could approve an initiative or initiatives which will reduce or repeal local taxes, assessments, fees or charges including the Parcel Tax securing the Bonds.

Earthquakes, Floods, Wildfires and Other Natural Disasters

[The City is located in a seismically active region]. A major earthquake, flood or any other natural calamity may cause significant temporary and possibly long-term harm to the City's economy, tax receipts (including receipt of Parcel Tax Revenues), and residential and business real property values. Major wildfires have occurred in recent years in different regions of the State, including most recently in the County. The City has not sustained any property losses as a result of these recent fires. However, serious and significant property damage has resulted in other areas of the County and the State due to fire damage. The Governor has previously signed a number of measures into law intended to address a variety of issues related to mitigating the risk of wildfires, including forest management, mutual aid for fire departments, emergency alerts and other safety mandates. In some instances, entire neighborhoods have been destroyed. Several of the fires that occurred in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events. Some commentators believe that climate change will lead to even more frequent and more damaging wildfires in the future. In general, property damage due to

wildfire could result in a significant decrease in the market value of property in the City and in the ability or willingness of property owners to pay property taxes, including the Parcel Tax.] [UPDATES?]

Concentration of Property Ownership

Concentration of ownership presents a risk in that, if one or more of the largest property owners in the City were to default on their taxes, a substantial decline in Revenues could occur. The top ten Parcel Tax taxpayers in the City represent approximately _____% of the total Parcel Tax taxpayers of the City.

Levy and Collection of Taxes

The Authority has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Revenues and, accordingly, could have an adverse impact on the ability of the City to make payments under the Financing Agreement, which could reduce Revenues available to pay debt service on the Bonds. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the Authority's ability to make timely debt service payments on the Bonds.

Direct and Overlapping Indebtedness

The ability of land owners within the City to pay property tax installments as they come due could be affected by the existence of other taxes and assessments imposed upon the land. In addition, other public agencies whose boundaries overlap those of the City could, without consent of the City, and in certain cases without the consent of the owners of the land within the City, impose additional taxes or assessment liens on the property to finance public improvements.

Investment Risk

Funds held under the Indenture may be invested in Permitted Investments as provided under the Indenture. See APPENDIX C attached hereto for a summary of the definition of Permitted Investments. The funds and accounts of the Authority, into which a portion of the proceeds of the Bonds will be deposited, may be invested by the Authority in any investment authorized by law. All investments, including the Permitted Investments and those authorized by law from time to time for investments by municipalities, contain a certain degree of risk. Such risks include, but are not limited to, a lower rate of return than expected and loss or delayed receipt of principal.

Further, the Authority cannot predict the effects on the receipt of Revenues if the City were to suffer significant losses in its portfolio of investments or if the City were to become insolvent or declare bankruptcy. See "– Bankruptcy" below.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances.

Bankruptcy

The rights of the Owners of the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights under currently existing law or laws enacted in the future and may also be subject to the exercise of judicial discretion under certain circumstances. The opinions of Bond Counsel as to the enforceability of the obligation to make payments on the Bonds will be qualified as to bankruptcy and such other legal events. See APPENDIX D - "FORM OF OPINION OF BOND COUNSEL."

Federal Tax-Exempt Status of the Bonds

The Internal Revenue Code of 1986, as amended (the "Code") imposes a number of requirements that must be satisfied for interest on state and local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of Bond proceeds, limitations on the investment earnings on Bonds proceeds prior to expenditure, a requirement that certain investment earnings on the Bond proceeds be paid periodically to the United States and a requirement that the issuers file an information report with the Internal Revenue Service (the "IRS"). The Authority has covenanted in certain of the documents referred to herein that it will comply with such requirements. Failure to comply with the requirements stated in the Code and related regulations, rulings and policies may result in the treatment of interest on the Bonds as taxable, retroactively to the date of issuance of such Bonds.

IRS Audit of Tax-Exempt Issues

The IRS has a program for the auditing of tax-exempt issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar obligations).

Cybersecurity

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the City is subject to cyber threats including, but not limited to: hacking, malware, social engineering, and other attacks on its computer systems and sensitive digital networks. In the past five years, the City [has not] suffered any material cybersecurity attacks. [The City carries a cyber liability insurance policy to cover certain financial losses that may result from data breaches and cyberattacks.]

No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, the Authority, or the administration of the Bonds. The City and Authority are also reliant on other entities and service providers in connection with the administration of the Bonds. No assurance can be given that the City, the Authority and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Risks Relating to Tax-Exempt Status of the Bonds

As further described under the caption "TAX MATTERS" below, failure of the Authority to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of Holders for federal income tax purposes, possibly from the date of original

issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts.

The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. The IRS has announced that its audit efforts will focus in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. In recent audits, the IRS has asserted that interest on such "developer-driven" obligations can be taxable, in certain circumstances, even when those transactions otherwise meet all applicable tax law requirements. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit.

If an audit of the Bonds is commenced, under current procedures parties other than the Authority would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagree, may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the Authority may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

LEGAL MATTERS

The legality and enforceability of the Bonds are subject to the approval of Best Best & Krieger LLP, Los Angeles, California, acting as Bond Counsel. The form of such legal opinion is attached hereto as APPENDIX D. Certain legal matters will be passed upon for the Authority by Best Best & Krieger LLP, Los Angeles, California, Disclosure Counsel to the Authority. Certain legal matters will be passed upon by Olivarez Madruga Law Organization, LLP, general counsel to the Authority and for the Underwriter by its counsel Kutak Rock LLP.

UNDERWRITING

The Bonds are being purchased by Cabrera Capital Markets, LLC, as underwriter of the Bonds (the "Underwriter"), pursuant to and subject to the conditions set forth in the bond purchase contract between the Authority and the Underwriter, at a purchase price of $[_____] (equal to the $[PAR AMOUNT] aggregate principal amount of the Bonds, [plus] [net] original issue premium of $[_____], less an Underwriter's discount of $[_____]). The bond purchase contract provides that the Underwriter will purchase all of the Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the bond purchase contract.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the respective public offering prices stated or derived from information stated on the inside cover pages hereof. The initial public offering prices may be changed from time to time by the Underwriter.

The initial public offering prices or yields set forth on the front cover page may be changed from time to time by the Underwriter without prior notice. The Underwriter may offer and sell the Bonds to

certain dealers, unit investment trusts or money market funds at prices lower than the public offering prices stated on the inside front cover page.

LITIGATION

The Authority will certify to the effect that, other than as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best knowledge of the Authority, threatened (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the related legal documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority to assign and pledge the Parcel Tax Payments; (iii) which may result in any material adverse change relating to the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

TAX MATTERS

General

In the opinion of Best Best & Krieger LLP, Los Angeles, California, subject, however, to certain qualifications described in this Official Statement, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest on the Bonds is excluded from gross income for federal income tax purposes, and interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income tax.

The opinions set forth in the preceding paragraph are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended ("Tax Code") that must be satisfied subsequent to the issuance of the Bonds. The Authority and the City has covenanted to comply with each such requirement.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. De minimis original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue

discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, prepayment, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest with respect to the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The IRS has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the Authority and the City continue to comply with certain requirements of the Tax Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix F.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE BONDS.

MUNICIPAL ADVISOR

The Authority has retained Kosmont Financial Services, LLC, Manhattan Beach, California, as municipal advisor (the "Municipal Advisor") in connection with the issuance of the Bonds and certain other financial matters. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other negotiable instruments.

FINANCIAL STATEMENTS

The basic financial statements of the City included as APPENDIX B to this Official Statement, have been audited by Clifton Larson Allen LLP, independent certified public accountants (the "Auditor"). The Auditor has not been requested to provide written consent to the inclusion of its report as APPENDIX B and has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement. The audited financial statements, including the footnotes thereto, should be reviewed in their entirety.

CONTINUING DISCLOSURE

The Authority has covenanted in a Continuing Disclosure Agreement for the benefit of the holders and beneficial owners of the Bonds to provide certain financial information and operating data pertaining to the Authority by not later than March 31 following the end of the fiscal year (currently its fiscal year ends on June 30) (the "Annual Report"), commencing with the fiscal year ending June 30, 2025, and to provide notices of the occurrence of certain enumerated events. The Authority has agreed under the Continuing Disclosure Agreement to file the County's audited financial statement with the MSRB when available.

The Annual Report and the notices of enumerated events will be filed by [_____] as Dissemination Agent with the MSRB. The specific nature of the information to be contained in the Annual Reports and the notice of material events is set forth in APPENDIX F – "FORM OF CONTINUING DISCLOSURE AGREEMENT" hereto. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, as amended.

As of the date hereof, the Authority is in compliance in all material respects with its continuing disclosure undertakings for the last five years except [TO COME].

[_____] will act as dissemination agent for the Authority with respect to the Bonds.

RATING

Moody's Investors Service, Inc. has assigned its rating of "[___]" to the Bonds. Rating agencies generally base their ratings on their own investigations, studies and assumptions as well as information and materials furnished to them (which may include information and materials from the Authority, which are not included in this Official Statement). The rating reflects only the view of the rating agency furnishing the same, and any explanation of the significance of the rating should be obtained only from the rating agency providing the same. Such rating is not a recommendation to buy, sell or hold the Bonds. There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency providing the same, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds. Neither the Underwriter nor the Authority has undertaken any responsibility after the offering of the Bonds to assure the maintenance of the ratings or to oppose any such revision or withdrawal.

MISCELLANEOUS

Insofar as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of such statements made will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the Owners of the Bonds.

The execution and delivery of this Official Statement have been duly authorized by the Authority.

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

By: _____
Executive Director]

APPENDIX A

DEMOGRAPHIC INFORMATION REGARDING THE CITY OF SANTA FE SPRINGS

The Bonds will be payable solely from, and are secured by a first and prior lien on, Parcel Tax Revenues levied by the City of Santa Fe Springs ("City") and collected by the County of Los Angeles (the "County") on each taxable parcel of real property within the City. The General Fund or any other funds of the City are not available for debt service on the Bonds. The City will not pledge its full faith and credit to the payment of Parcel Tax Payments. See "SECURITY FOR THE BONDS" in the front part of this Official Statement.

The City

The City is located in the County of Los Angeles. The urban development of the City began in the early 1950's as the result of a planned effort by a collation of business community members and local residents. During the ensuing years, community pressures resulted in the incorporation of the City on May 15, 1957, and, at the time covering just under 5 square miles. The City now encompasses 9 square miles, with about 84% of the land zoned for commercial and industrial use. The City's population is approximately 18,200, however, the daytime population is estimated at 95,000.

Ad Valorem Property Taxation

Taxes are levied for each fiscal year on taxable real and personal property that is situated in the County as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured," and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed property and property secured by a lien on real property which is sufficient, in the opinion of the Assessor, to secure payment of the taxes. Other property is assessed on "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and December 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10 respectively, and a ten percent penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared to be in default on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of one and one half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is declared to be subject to the Treasurer-Tax Collector's power of sale and may be subsequently sold by the County Treasurer-Tax Collector. Legislation established the "supplemental roll" in 1984 which directs the Assessor to reassess real property, at market value, on the date the property changes ownership or upon completion of construction. Property on the supplemental roll is eligible for billing 30 days after the reassessment and notification to the new assessee. The resultant charge (or refund) is a one-time levy on the increase (or decrease) in value for the period between the date of the change in ownership or completion of construction and the date of the next regular tax roll upon which the assessment is entered. Billings are made on a monthly basis and due on the date mailed. If mailed between the months of July through October, the first installment becomes delinquent on December 10th and the second on April 10th. If mailed within the months of November through June, the first installment becomes delinquent on the last day of the month following the month of billing. The second installment becomes delinquent on the last day of the fourth month following the date the first installment is delinquent.

The following table summarizes the assessed valuation of taxable property within the City in the last five fiscal years.

CITY OF SANTA FE SPRINGS
ASSESSED VALUATION HISTORY OF TAXABLE PROPERTY UNAUDITED[1]
(in thousands)

Fiscal Year	Secured[2]	Unsecured[3]	Exempt[4]	Total Taxable Assessed Value
2019-20	$7,432,543	$ 1,184,857	(38,932)	$ 8,578,468
2020-21	8,031,534	1,251,065	(99,021)	9,183,578
2021-22	8,288,822	1,271,960	(160,749)	9,400,033
2022-23	8,865,124	1,275,308	(167,026)	9,973,406
2023-24				

(1) Due to the 1978 passage of the property tax initiative Proposition 13 (Prop 13), the County does not track the estimated actual value of all County properties. Under Prop 13, property is assessed at the 1978 market value with an annual increase limited to the lesser of 2% or the CPI on property not involved in a change of ownership or properties that did not undergo new construction. Newly acquired property is assessed at its new market value (usually the purchase price) and the value of any new construction is added to the existing base value of a parcel. As a result, similar properties can have substantially different assessed values based on the date of purchase. Additionally, Prop 13 limits the property tax rate to 1% of assessed value plus the rate necessary to fund local voter-approved bonds and special assessments.

(2) Secured property is generally real property, as defined as land, mines, minerals, timber, and improvements such as buildings, structures, crops, trees, and vines.

(3) Unsecured property is generally personal property including machinery, equipment, office tools, and supplies.

(4) Exempt properties include numerous full and partial exclusions/exemptions provided by the State Constitution and the legislature that relieve certain taxpayers from the burden of paying property taxes.

Source: City Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.

Largest Taxpayers

The ten largest taxpayers in the City, as shown by assessed value on the fiscal year 2022-23 secured tax roll are shown below. [INSERT TYPE OF BUSINESS INFORMATION IF AVAILABLE]

CITY OF SANTA FE SPRINGS
PRINCIPAL TAXPAYERS
FISCAL YEAR 2022-23

Rank	Taxpayer	Taxable Assessed Value	Percentage of Total City Taxable Assessed Value
1	Golden Springs Dev.	$338,413,276	3.40%
2	Goodman Santa Fe Springs Spe L	236,537,230	2.37
3	GLC SFS II LLC	164,621,504	1.65
4	PPF Industrial 12016 Telegraph	162,378,530	1.63
5	AMB Us Logistics Fund LP	137,633,575	1.38
6	Rexford Industrial Realty LP	129,280,095	1.30
7	PSB Hathaway I Ii LLC	107,178,978	1.08
8	Breitburn Operating LP	85,127,000	0.85
9	McMaster Carr Supply Company	83,955,000	0.84
10	Teachers Insurance Annuity Assoc	83,408,258	0.84

Source: City Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.

Population

The table below illustrates the population in the City in the last five years for which data is available.

Year	City	% Change
2020	18,295	n/a
2021	18,129	(0.907)%
2022	18,763	3.497
2023	18,570	(1.029)
2024	[__]	[__]

Sources: City Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.

Per Capita Personal Income

The table below compares the City's per capita personal income between 2019 and 2023.

CITY OF SANTA FE SPRINGS COMPARISON
PER CAPITA PERSONAL INCOME

	2019	2020	2021	2022	2023[(1)]
City	24,798	25,792	27,839	31,976	37,297
California Average	64,219	70,098	76,882	76,941	81,255
U.S. Average	55,566	59,123	64,460	66,244	69,810

(1) Most recent annual data available.
Source: U.S. Department of Commerce, Bureau of Economic Analysis; City Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.

Major Employers

The table below shows the City's 10 largest employers as of June 30, 2023.

CITY OF SANTA FE SPRINGS
TEN LARGEST EMPLOYERS

Employer Name	Number of Employees	Percent of Total Employment
FN Logistics, LLC	1,100	2.66%
McMaster Carr Supply Company	788	1.91
Vans	510	1.24
L.A. Specialty Produce Company	474	1.15
FedeEx Ground Package System In	450	1.09
SE Pipe Line Construction	440	1.07
Southern Glazer's Wine and Spirits	417	1.01
Bumble Bee Seafoods, LLC	355	0.86
Harbor Distributions LLC	350	0.85
Pactiv LLC	315	0.76

Source: City Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2023.

APPENDIX B

AUDITED FINANCIAL STATEMENTS ENDED [JUNE 30, 2024]
OF THE CITY OF SANTA FE SPRINGS

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS

INDENTURE OF TRUST

[TO COME]

FINANCING AGREEMENT

[TO COME]

APPENDIX D

FORM OF BOND COUNSEL OPINION

Santa Fe Springs Public Financing Authority
Santa Fe Springs, California

Re: $[PAR AMOUNT] Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds

Ladies and Gentlemen:

We have acted as Bond Counsel to the Santa Fe Springs Public Financing Authority (the "Authority") in connection with the sale, execution and delivery of $[PAR AMOUNT] aggregate principal amount of the Authority's 2025 Special Parcel Tax Revenue Bonds (the "Bonds"). The Bonds are being issued pursuant to the Constitution and laws of the State of California (the "State"), Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title I of the California Government Code, as amended (the "Law"). The Bonds are being issued pursuant to that certain Indenture of Trust, dated as of April 1, 2025 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association (the "Trustee").

The payment of the principal of, interest on and other amounts payable with respect to the Bonds is payable from and secured by an assignment by the Authority to the Trustee of amounts payable by the City of Santa Fe Springs (the "City") pursuant to that certain Financing Agreement, dated as of April 1, 2025 (the "Financing Agreement"), by and between the Authority and the City.

In such connection, we have reviewed the Indenture, the tax certificate of the Authority for the Bonds dated the date hereof (the "Tax Certificate"), certificates of the Authority and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other events come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to ensure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes.

We call attention to the fact that the rights and obligations under the Bonds, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to

the limitations on legal remedies against cities and their subordinate entities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the documents mentioned in the preceding sentence. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering materials relating to the Bonds and express no opinion with respect thereto.

Based upon the foregoing, we are of the opinion, under existing law, that:

1. The execution of the Indenture and the Financing Agreement has been duly authorized by the Authority and constitute the valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium, transfer or conveyance, or other laws affecting creditor's rights generally, or the exercise of judicial discretion in accordance with general principals of equity or otherwise in appropriate cases; provided, however, we express no opinion with respect to any indemnification, contribution, choice of law or waiver provisions contained therein.

2. The Bonds constitute the valid and legally binding special obligations of the Agency enforceable in accordance with their terms and payable solely from the sources provided therefor in the Indenture;

3. The Indenture establishes a first lien on and pledge of the Revenues (as such term is defined in the Indenture) and other funds pledged thereby for the security of the Bonds, in accordance with the terms of the Indenture;

4. Interest on the Bonds is exempt from California personal income taxation; and

5. Under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excluded from gross income for purposes of federal income taxation; however, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. Although the interest on the Bonds is excluded from gross income for purposes of federal income taxation, the accrual or receipt of interest on the Bonds, or any portion thereof, may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

In rendering the opinions expressed above, we are relying upon representations and covenants of the Authority in the Indenture and in the Tax Certificate concerning the use of the facilities financed with Bond proceeds, the investment and use of Bond proceeds and the rebate, if any, to the Federal government of certain earnings thereon. In addition, we have assumed that all such representations are true and correct and that the Authority will comply with such covenants. We express no opinion with respect to the exclusions of the interest from gross income under Section 103(a) of the Code in the event that any such representations are untrue or the Authority fails to comply with such covenants. Except as stated above, we express no opinion as to any Federal tax consequences of the receipt of interest on, or the ownership or disposition of, the Bonds. We undertake no responsibility herein for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Respectfully submitted,

APPENDIX E

INFORMATION CONCERNING DTC AND THE BOOK-ENTRY SYSTEM

The information in this section concerning The Depository Trust Company ("DTC") New York, NY and DTC's book-entry-only system has been obtained from DTC, and the Authority and the Underwriter take no responsibility for the accuracy thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, as set forth on the cover page hereof, in the aggregate principal amount of each maturity of the Bonds and deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation & Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry-system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners.

The Direct and Indirect Participants remain responsible for keeping accounts of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to Tender or Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Tender or Remarketing Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit for tendered Bonds to Tender or Remarketing Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement") is executed and delivered by the Santa Fe Springs Public Financing Authority (the "Authority") and **[_____]**, as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by the Authority of its $[PAR AMOUNT] 2025 Special Parcel Tax Revenue Bonds (the "Bonds"). The Bonds are being issued pursuant to that certain Indenture of Trust, dated as of [DATE] (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association (the "Trustee"). The Authority and the Dissemination Agent covenant as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority and the Dissemination Agent for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"*Beneficial Owner*" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning the ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"*Disclosure Representative*" shall mean the [Executive Director] of the Authority or his or her designee, or such other officer or employee as the Authority shall designate in writing to the Trustee and the Dissemination Agent from time to time.

"*Dissemination Agent*" shall mean [_____] or any successor Dissemination Agent, which may be designated in writing by the Authority and which has filed with the Trustee a written acceptance of such designation.

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Holder*" shall mean the person in whose name any Bond shall be registered.

"*Listed Events*" shall mean any of the events listed in Section 5(a) and 5(b) of this Disclosure Agreement.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"*Official Statement*" shall mean the Official Statement dated [DATE], issued by the Authority in connection with the sale of the Bonds.

"*Participating Underwriter*" shall mean any of the original purchasers of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Repository*" shall mean the MSRB or any other information repository as recognized from time to time by the Securities and Exchange Commission for the purposes referred to in the Rule.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*State*" shall mean the State of California.

Section 3. Provision of Annual Reports.

(a) The Authority shall, or shall cause the Dissemination Agent to, not later than March 31 of each calendar year, commencing with the report for the 2024-25 Fiscal Year (ending June 30, 2025) to be filed by March 31, 2026, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Authority may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Authority's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(e).

(b) Not later than 15 Business Days prior to the date specified in paragraph (a) for providing the Annual Report to the Repository, the Authority shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent); provided, however, that the Authority may distribute the Annual Report to the Repository itself after providing written notice to the Trustee and the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with the first sentence of this paragraph (b).

(c) If the Dissemination Agent has not received the Annual Report by 6:00 p.m., Eastern time, of the date required in paragraph (a) (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter), the Dissemination Agent shall contact the Authority to determine if the Authority provided the Annual Report to the Repository. If the Authority has not provided the Annual Report to the Repository, and upon direction by the Authority, the Dissemination Agent shall send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository; and

(ii) to the extent the Authority has provided the Annual Report to the Dissemination Agent, file a report with the Authority (if the Dissemination Agent is not the Authority) and the Trustee (if the Dissemination Agent is not the Trustee) certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing the Repository to which it was provided.

Section 4. Content of Annual Reports. The Authority's Annual Report shall contain or include by reference the following:

(a) The financial statements of the City for the most recent fiscal year of the City then ended, commencing with the fiscal year ending June 30, 2025. If the City will prepare audited financial statements for such fiscal year, then such audited financial statements shall be filed. If the City prepares audited financial statements each fiscal year and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the City in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the City shall be audited by such auditor as shall then be required or permitted by State law or the Indenture. Audited financial statements, if prepared by the City, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the City may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify in any material respect the basis upon which its financial statements are prepared, the City shall provide a description of such modification in its Annual Report, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) To the extent not included in the financial statements provided pursuant to Section 4(a), numerical and tabular information for the immediately preceding Fiscal Year of the type contained in the Official Statement under the following captions:

(i) under the heading "PARCEL TAX AND RELATED INFORMATION—Measure SFS," the table entitled "County of Los Angeles Estimated Parcel Count by Fiscal Year" in the forepart of the Official Statement; and

(ii) under the heading "PARCEL TAX AND RELATED INFORMATION—Parcel Tax Levy and Collection" in the forepart of the Official Statement, update the amount of Parcel Tax levied and collected by the County for the prior Fiscal Year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. The Authority shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the Authority shall give, or cause to be given, notice of the occurrence of any of the following events numbered (i) to (x) with respect to the Bonds not later than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) substitution of credit or liquidity providers, or their failure to perform;

(v) issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) or adverse tax opinions;

(vi) tender offers;

(vii) defeasances;

(viii) rating changes;

(ix) bankruptcy, insolvency, receivership or similar event of the obligated person; or

(x) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

Note: for the purposes of the event identified in item (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events numbered (i) to (viii) with respect to the Bonds not later than 10 business days after the occurrence of the event, if material:

(i) unless described in Section 5(a)(v), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) modifications to rights of Holders;

(iii) unscheduled or contingent bond calls;

(iv) release, substitution, or sale of property securing repayment of the Bonds;

(v) non-payment related defaults;

(vi) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) appointment of a successor or additional trustee or the change of name of a trustee; or

(viii) incurrence of a Financial Obligation of the Authority or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect holders of the Bonds; and

(c) The Authority shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3 and in the manner set forth in Section 3.

(d) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the Authority shall determine if such event would be material under applicable federal securities laws.

(e) If the Authority learns of the occurrence of a Listed Event described in Section 5(a), or determines that knowledge of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the Authority shall within 10 business days of occurrence file a notice of such occurrence with the Repository in electronic format, accompanied by such identifying information as is prescribed by the Repository. Notwithstanding the foregoing, notice of the Listed Event described in Section 5(b)(ii) need not be given under this subsection any earlier than the notice, if any, of the underlying event is given to Holders of affected Bonds.

Section 6. Termination of Reporting Obligation. Each party's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same manner as for a Listed Event under Section 5(e).

Section 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Authority shall be the Dissemination Agent, The initial Dissemination Agent shall be [_____].

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority, the Trustee and the Dissemination Agent may amend this Disclosure Agreement (and the Trustee and the Dissemination Agent shall agree to any amendment so requested by the Authority provided such amendment does not impose any greater duties, nor risk of liability, on the Trustee or the Dissemination Agent, as the case may be), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in

legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the amendment or waiver either: (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders; or (ii) does not, in the opinion of the Trustee or nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Authority shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Electronic Filing. The Authority may satisfy its disclosure obligations hereunder to file any notice, document or information by filing the same with the MSRB through MSRB's Electronic Municipal Market Access system, in the format and with identifying or other information as may be required by the Securities and Exchange Commission or the MSRB, or by filing the same with any other Repository that may be recognized by the Securities and Exchange Commission, in such manner as may be required by the Securities and Exchange Commission or such Repository.

Section 11. Default. In the event of a failure of the Authority, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the written request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, shall, but only to the extent indemnified to its satisfaction), or any Holder or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority, the Trustee and the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent and the Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Authority, to the extent permitted by law, agrees to indemnify and save the Dissemination Agent and the Trustee, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or Trustee's respective negligence or willful misconduct. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and the payment of the Bonds.

Section 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

to the Authority: Santa Fe Springs Public Financing Authority
11710 Telegraph Road
Santa Fe Springs, CA
Attention: Executive Director

to the Underwriter: Cabrera Capital Markets, LLC
915 Wilshire Blvd., 8th Floor
Los Angeles, CA 90071

to the Dissemination Agent: [_____]
_____
_____
Attention: _____

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Trustee, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of [DATE].

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

By _____
_____, Executive Director

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By _____
_____, Authorized Officer

[_____], as Dissemination Agent

By _____
_____, Authorized Officer

EXHIBIT A

FORM OF NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Santa Fe Springs Public Financing Authority

Name of Issue: $[PAR AMOUNT] Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds

Date of Issuance: [DATE]

NOTICE IS HEREBY GIVEN that the Santa Fe Springs Public Financing Authority (the "Authority") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of [DATE], by and among the Authority, the Trustee and the Dissemination Agent. The Authority anticipates that the Annual Report will be filed by _____.

Dated: _____

[_____],
as Dissemination Agent

By [form only; no signature required]_____

cc: Santa Fe Springs Public Financing Authority

$_____
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
2025 SPECIAL PARCEL TAX REVENUE BONDS

BOND PURCHASE AGREEMENT

_____, 2025

Santa Fe Springs Public Financing Authority
11710 Telegraph Road
Santa Fe Springs, California 90670

Ladies and Gentlemen:

Cabrera Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Santa Fe Springs Public Financing Authority (the "Authority") with regard to the Bonds described below, which Purchase Agreement, upon the acceptance hereof by the Authority, will be binding upon the Authority and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the Authority and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, and, if it is not so accepted, such offer may be withdrawn by the Underwriter upon written notice to the Authority by the Underwriter at any time before its acceptance. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Indenture of Trust, dated as of April 1, 2025 (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

The Authority acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Authority, on one hand, and the Underwriter, on the other; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as a Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority on other matters); (iv) the Underwriter has no obligation to the Authority with respect to the offering contemplated by this Purchase Agreement except the obligations expressly set forth in this Purchase Agreement; (v) the Underwriter has financial and other interests that differ from those of the Authority; and (vi) the Authority has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for reoffering to the public, and the Authority hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the $_____ aggregate principal amount of the Santa Fe Springs Public Financing Authority 2025 Special Parcel Tax Revenue Bonds

(the "Bonds"). The purchase price of the Bonds shall be $_____ (representing the par amount of the Bonds, plus an original issue premium of $_____, and less an Underwriter's discount of $_____).

Section 2. The Bonds and Related Documents. The Bonds shall mature on the dates and in the amounts, and will bear interest at the rates, set forth in Exhibit A hereto and as further described in the Official Statement. The Bonds shall be as described in, subject to redemption as described in and shall be secured under and pursuant to the Indenture substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon by the Authority and the Underwriter.

The proceeds of the Bonds shall be used to (i) finance the costs of public capital improvements for the purpose of maintaining and repairing the roads in the City of Santa Fe Springs (the "City"); [(ii) purchase a Reserve Policy (the "Reserve Policy") for the bonds from _____ (the "Insurer"); and (iii) pay the costs incurred in connection with the issuance of the Bonds. The Bonds are special obligations of the Authority payable solely from, and are secured by a first and prior lien on, Revenues of the Authority. "Revenues" generally consist of revenues from a special parcel tax (the "Parcel Tax," and the revenues from such Parcel Tax herein being referred to as the "Parcel Tax Revenues") levied and collected on each taxable parcel of real property within the City.

The Indenture, the Continuing Disclosure Agreement, dated as of the Closing Date (the "Continuing Disclosure Agreement"), the Financing Agreement, dated as of April 1, 2025 (the "Financing Agreement"), by and between the Authority and the City, and this Purchase Agreement are collectively referred to herein as the "Authority Documents."

Section 3. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make an initial public offering of all of the Bonds at the public offering prices (or yields) set forth on Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Bonds, provided that the Underwriter shall not change the interest rates set forth on Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

(b) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Authority under this section to establish the issue price of the Bonds may be taken on behalf of the Authority by the Authority's municipal advisor, Kosmont Financial Services, LLC, Manhattan Beach, California (the "Municipal Advisor") and any notice or report to be provided to the Authority may be provided to the Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A, the Authority will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number

within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Authority or Bond Counsel.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Authority when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Authority acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Authority further

acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

Section 4. The Official Statement. By its acceptance of this proposal, the Authority ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Bonds dated _____, 2025 (including the cover page, all appendices and all information incorporated therein and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement") that authorized officers of the Authority deemed "final" as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for certain information permitted to be omitted therefrom by Rule 15c2-12. The Underwriter has reviewed the Preliminary Official Statement in compliance with their obligations under section (b)(1) of Rule 15c2-12. The Authority hereby agrees to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12), including the cover page, all appendices, all information incorporated therein and any amendments or

supplements as have been approved by the Authority and the Underwriter (the "Official Statement") in such quantity as the Underwriter shall reasonably request to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Underwriter hereby agrees that the Underwriter will not request that payment be made by any purchaser of the Bonds prior to delivery by the Underwriter to the purchaser of a copy of the Official Statement. The Underwriter agrees to provide the Authority with final pricing information on the Bonds on a timely basis. The Underwriter agrees to promptly file a copy of the Official Statement, including any supplements prepared by the Authority with the MSRB at http://emma.msrb.org. The Authority hereby approves of the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the offer and sale of the Bonds. The Authority will cooperate with the Underwriter in the filing by the Underwriter of the Official Statement with the MSRB.

Section 5. Closing. At 8:30 a.m., California time, on _____, 2025, or at such other time or date as the Authority and the Underwriter agree upon (the "Closing Date"), the Authority shall deliver or cause to be delivered to the Trustee, the Bonds, in definitive form, registered in the name of Cede & Co., as the nominee of The Depository Trust Company ("DTC"), so that the Bonds may be authenticated by the Trustee and credited to the account specified by the Underwriter under DTC's FAST procedures. Concurrently with the delivery of the Bonds, the Authority will deliver the documents hereinafter mentioned at the offices of Best Best & Krieger LLP, Los Angeles, California ("Bond Counsel"), or another place to be mutually agreed upon by the Authority and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents, is herein called the "Closing."

The Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of five thousand dollars ($5,000) or any integral multiple thereof. The Authority acknowledges that the services of DTC will be used initially by the Underwriter in order to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

Section 6. Representations, Warranties and Covenants of the Authority. The Authority represents, warrants, and covenants to the Underwriter that:

(a) The Authority is a joint exercise of power authority organized and existing under and by virtue of the Constitution and laws of the State of California (the "State").

(b) The Authority has full legal right, power and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the Authority Documents and the resolution adopted by the Governing Board of the Authority (the "Governing Board") approving the execution and delivery of the Authority Documents and the issuance and sale of the Bonds (the "Authority Resolution").

(c) By all necessary official action, the Governing Board has adopted the Authority Resolution and has duly authorized and approved the Authority Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Authority of the

obligations on its part contained in, the Authority Documents and the consummation by it of all other transactions contemplated by the Authority Documents in connection with the issuance and sale of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against municipal corporations in the State. The Authority has complied, and will at the Closing be in compliance in all material respects, with the terms of the Authority Documents.

(d) The Authority is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party which breach or default has or may have a materially adverse effect on the ability of the Authority to perform its obligations under the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the Authority Documents, if applicable, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Documents.

(e) All material authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations in connection with the Authority Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Preliminary Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations under the Authority Documents have been duly obtained.

(f) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not and will not contain and up to and including the Closing will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not

misleading (except that this representation does not include statements in the Official Statement under the caption "UNDERWRITING" and information regarding DTC and its book-entry only system, as to which no view is expressed).

(g) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(h) As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental authority, public board or body, pending, with service of process upon the Authority having been accomplished, or threatened in writing to the Authority: (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds, or the Authority Documents or the consummation of the transactions contemplated thereby or hereby, or contesting the exclusion of the interest on the Bonds from taxation, or contesting the powers of the Authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations or financial condition of the or the levy of the parcel tax securing the Bonds; and (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) To the Authority's knowledge, there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of paragraph 6(h).

(j) Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the Authority is aware that would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book entry only system, as to which no view is expressed), the Authority shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's reasonable opinion, so that the statements therein as so supplemented will not be misleading in the light of the circumstances existing at such time and the Authority shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as: (i) the Authority delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Underwriter at or prior to the Closing Date of

the Bonds and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, the Authority has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings with regard to Rule 15c2-12, to provide annual reports or notices of enumerated events specified in such rule.

(l) The Authority will refrain from taking any action, or permitting any action to be taken, with regard to which the Authority may exercise control, that results in the loss of the tax-exempt status of the interest on the Bonds.

(m) To the extent required by law, the Authority will undertake, pursuant to the Continuing Disclosure Agreement and the other Authority Documents, to provide annual reports and notices of certain events. A description of this undertaking is set forth in Appendix F to the Preliminary Official Statement and will also be set forth in the Official Statement.

(n) The Indenture creates a valid pledge of and first lien upon the Revenues in favor of the Bonds.

(o) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the execution, sale and delivery of the Bonds and delivered to the Underwriter shall be deemed a representation and warranty of the Authority to the Underwriter as to the statements made therein but not of the person signing such certificate.

Section 7. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Authority contained herein. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the statements of the officers and other officials of the Authority, as well as authorized representatives of Bond Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the Authority of its obligations to be performed hereunder at or prior to the Closing Date; and to the following additional conditions:

(a) The representations, warranties and covenants of the Authority contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) At the time of Closing, the Authority Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Authority Documents, and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and the Authority Resolution shall be in full force and effect.

(c) At the time of the Closing, no material default shall have occurred or be existing under the Authority Documents or any other agreement or document pursuant to which any of the Authority's financial obligations were executed and delivered, and the Authority shall not be in default in the payment of principal or interest with respect to any of its financial obligations, which

default would materially adversely impact the ability of the Authority to pay debt service on the Bonds from Revenues.

(d) In recognition of the desire of the Authority and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, the Underwriter shall have the right to cancel the Underwriter's obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the Authority if, between the date of this Purchase Agreement to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur regardless of whether any of the following events were in existence or known of on the date of this Purchase Agreement:

(i) any event shall occur which makes untrue any material statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority affecting the federal or State tax status of the Authority, or the interest on or with respect to bonds or notes (including the Bonds); or

(iii) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental authority having jurisdiction of the subject matter, to the effect that: (i) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of

1939, as amended; or (ii) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vii) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or

(viii) a general banking moratorium shall have been declared by federal, State or New York authorities; or

(ix) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(A) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(B) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(C) any rating of the Bonds shall have been downgraded or withdrawn by a national rating service, which, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(D) the commencement of any action, suit or proceeding described in Section 6(h).

(e) at or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) The Authority Resolution;

(ii) The Authority Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(iii) All resolutions relating to the Bonds and authorizing the execution and delivery of the Financing Agreement adopted by the City and certified by an authorized official of the City (the "City Resolution";

(iv) The approving opinion of Bond Counsel dated the Closing Date and addressed to the Authority, in substantially the form attached as Appendix D to the Official Statement, and a reliance letter thereon addressed to the Underwriter;

(v) A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, to the effect that:

(A) the statements in the Official Statement under the captions "INTRODUCTION," "THE BONDS" (excluding therefrom all information pertaining to DTC and its book-entry only system, as to which no opinion need be expressed), "SECURITY FOR THE BONDS," and "TAX MATTERS," and in Appendix C—"SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS" and Appendix D—"FORM OF BOND COUNSEL OPINION," excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the Bonds, the Indenture, the Financing Agreement and Bond Counsel's final opinion concerning certain federal tax matters relating to the Bonds, are accurate in all material respects as of the Closing Date, provided that Bond Counsel need not express any opinion with respect to any financial or statistical data contained therein or with respect to the book-entry system in which the Bonds are initially delivered;

(B) The Purchase Agreement and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the Authority, as applicable, and are the valid, legal and binding agreements of the Authority, as applicable, enforceable in accordance with its respective terms, except that the rights and obligations under the Purchase Agreement and the Continuing Disclosure Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State, and provided that no opinion need be expressed with respect to any indemnification or contribution provisions contained therein; and

(C) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vi) The Official Statement, executed on behalf of the Authority, and the Preliminary Official Statement;

(vii) Evidence that the rating on the Bonds is as described in the Official Statement;

(viii) A certificate, dated the Closing Date, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Underwriter to the effect that: (i) the representations, warranties and covenants of the Authority contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the Authority, and the Authority has complied with, in all material respects, all of the terms and conditions of the Purchase Agreement required to be complied with by the Authority at or prior to the Closing Date; (ii) no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the information and statements contained in the Preliminary Official Statement did not as of its date and as of the date of this Purchase Agreement, and the Official Statement did not as of its date and does not as of the Closing (in each case excluding therefrom the information under the caption "UNDERWRITING" and information regarding DTC and its book entry only system) contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and (iv) the Authority is not, in any material respect, in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including but not limited to the Indenture) or other instrument to which the Authority is a party or is otherwise subject, which would have a material adverse impact on the Authority's ability to perform its obligations under the Authority Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument;

(ix) an opinion dated the Closing Date and addressed to the Underwriter and the Trustee, of Olivarez Madruga Law Organization LLC, Los Angeles, California, as General Counsel to the Authority, to the effect that:

(A) The Authority is a joint exercise of powers authority organized and existing under and by virtue of the Constitution and laws of the State;

(B) The Authority Resolution has been duly adopted by the Governing Board, is in full force and effect and has not been modified, amended, rescinded or repealed since its date of adoption;

(C) Except as otherwise disclosed in the Official Statement, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority or body, pending, with service of process upon the Authority having been accomplished, or, to the best knowledge of such counsel, threatened in writing against the Authority, challenging the creation, organization or existence of the Authority, or the validity of the Authority Documents or seeking to restrain or enjoin the repayment of the Bonds or in any way contesting or affecting the validity of the Authority Documents or contesting the authority of the Authority to enter into or perform its obligations under any of the Authority Documents, or which, in any manner, questions the right of the Authority to pay debt service on the Bonds from Revenues;

(D) To the best of such counsel's knowledge the execution and delivery of the Authority Documents and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents;

(x) An opinion of, Best Best & Krieger LLP, Los Angeles, California, in its capacity as Disclosure Counsel, dated the Closing Date and addressed to the Authority and the Underwriter, to the effect that, based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, and stated as a matter of fact and not opinion that, during the course of its representation of the Authority on this matter, no facts came to the attention of the attorneys in its firm rendering legal services in connection with the Preliminary Official Statement and the Official Statement which caused them to believe that the Preliminary Official Statement as of its date and as of the date hereof, or the Official Statement as of its date and as of the Closing Date (except any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, environmental litigation, environmental matters, information relating to The Depository Trust Company and its book-entry system, included or referred to therein, which shall be expressly excluded from the scope of this paragraph and as to which such firm need not express any opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xi) An opinion of Kutak Rock LLP, counsel to the Underwriter, in form and substance satisfactory to the Underwriter;

(xii) An opinion or opinions of counsel to the Trustee, addressed to the Underwriter and dated the Closing Date, in form and substance satisfactory to the Underwriter and to Bond Counsel;

(xiii) A certificate, dated the date of Closing, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that: (i) the City is a municipal corporation duly organized and existing pursuant to and under the Constitution and laws of the State and has all necessary power and authority to enter into and perform its duties under the Financing Agreement and has by official action duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in the Financing Agreement; (ii) to the best of such officer's knowledge, the execution and delivery by the City of the Financing Agreement and the approval by the City of the Financing Agreement and compliance with the provisions on the City's part contained in the Financing Agreement, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject to, which conflict, breach or default has or may have a material adverse effect on the ability of the City to carry out its obligations under the Financing Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or

imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of City under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument, except as provided by the Financing Agreement; (iii) the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, in each case which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the Financing Agreement; (iv) the audited financial statements of the City appended to the Official Statement for the year ended June 30, 2024, and any unaudited financial information presented in the body thereof, fairly present the financial position and results of the City as of the dates and for the periods set forth and except as disclosed in the Preliminary Official Statement, the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2024 and, except as disclosed in the Preliminary Official Statement, the Official Statement or otherwise disclosed in writing to the Underwriter, there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change; (v) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, that is pending or, to the knowledge of the officers of the City, threatened (a) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (b) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the Financing Agreement or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the power of the City to enter into the Financing Agreement; or (c) which may result in any material adverse change to the financial condition of the City or to its ability to pay the Parcel Tax Payments when due; (vi) except for the Bonds, the City does not have any material obligations secured by the Parcel Tax Revenues; and (vii) the City has obtained all approvals required for the City to enter into the Financing Agreement, including the pledge of Parcel Tax Revenues to payment of the Parcel Tax Payments;

(xiv) an opinion dated the Closing Date and addressed to the Underwriter, the Trustee and the Authority, of Olivarez Madruga Law Organization LLC, Los Angeles, California, as City Attorney to the City, to the effect that:

(A) The City is a general law city and municipal corporation, organized and validly existing under the laws of the State of California;

(B) The City Resolution has been duly adopted by the City Council, is in full force and effect and has not been modified, amended, rescinded or repealed since its date of adoption;

(C) Except as otherwise disclosed in the Official Statement, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority or body, pending, with service of process upon the City having been accomplished, or, to the best knowledge of such counsel, threatened in writing against the City, challenging the validity of the Financing Agreement or seeking to restrain or enjoin the payment of

the Parcel Tax Payments or in any way contesting or affecting the validity of the Financing Agreement or contesting the authority of the City to enter into or perform its obligations under the Financing Agreement, or which, in any manner, questions the right of the City to the Parcel Tax Payments;

(D) To the best of such counsel's knowledge the execution and delivery of the Financing Agreement and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the Financing Agreement;

(xv) A certificate or certificates, dated the Closing Date, signed by a duly authorized official of the Trustee in form and substance satisfactory to the Underwriter;

(xvi) A certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Indenture and the authentication and delivery of the Bonds by the Trustee;

(xvii) The preliminary Statement of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code and Section 8855(g) of the Government Code;

(xviii) A copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book-entry system;

(xix) The tax and nonarbitrage certificate of the Authority, relating to the Bonds, in form and substance to the reasonable satisfaction of Bond Counsel and the Underwriter;

(xx) A certificate, dated the date of the Preliminary Official Statement, of the Authority, as required under Rule 15c2-12; and

(xxi) [The Reserve Policy issued by the Insurer;]

(xxii) Such additional legal opinions, certificates, proceedings, instruments or other documents as Bond Counsel or the Underwriter may reasonably request.

Section 8. Changes in Official Statement. After the Closing, the Authority will not adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within 90 days after the Closing or within 25 days following the "end of the underwriting period" (as defined herein), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, or the Authority shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary

in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading. The Authority shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB. The Underwriter acknowledges that the "end of the underwriting period" will be the Closing Date.

Section 9. Expenses. The Authority will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to (a) the cost of the preparation and printing or other reproduction of the Authority Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor and any other experts or other consultants retained by the Authority; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; and (g) the Underwriter's out-of-pocket expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter on behalf of the Authority's employees which are incidental to implementing this Purchase Agreement. The Underwriter will pay all out-of-pocket expenses of the Underwriter, including without limitation, the expenses of the preparation of this Purchase Agreement, including the fees and expenses of its counsel, CDIAC fees, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

Section 10. Notices. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Cabrera Capital Markets, LLC, 915 Wilshire Boulevard, 8th Floor, Los Angeles, California 90017 Attention: Public Finance Department. Any notice or communication to be given the Authority under this Purchase Agreement may be given by delivering the same in writing to the Santa Fe Springs Public Financing Authority, 11710 Telegraph Road, Santa Fe Springs, California 90670, Attention: Executive Director.

Section 11. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Authority and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

Section 12. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 13. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 14. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

CABRERA CAPITAL MARKETS, LLC

By: _____
Title: Authorized Officer

Accepted as of the date first stated above:

SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY

By: _____
Authorized Officer

Time of Execution: _____ p.m. California Time

EXHIBIT A

MATURITY SCHEDULE

$_____
SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY
2025 SPECIAL PARCEL TAX REVENUE BONDS

Maturity Date (June 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Used*	*Hold the Offering Price Rule Used*
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
____[T]						

[T] Term Bond.
[C] Priced to optional call at [par] on June 1, 20__.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, Cabrera Capital Markets, LLC (the "Cabrera"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Cabrera offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2025, by and between Cabrera, as the underwriter, and the Santa Fe Springs Public Financing Authority, as the Issuer (as defined below), Cabrera has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (which Sale Date is _____, 2025), or (ii) the date on which Cabrera has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Santa Fe Springs Public Financing Authority.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(h) *Underwriter* means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Cabrera's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Best Best & Krieger LLP, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

CABRERA CAPITAL MARKETS, LLC

By:_____

Name:_____

Dated: _____, 2025

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

ITEM # 4

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: Gus Hernandez, Director of Parks & Recreation

SUBJECT: **NAMING OF THE AQUATIC CENTER**

DATE: April 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Take such additional, related action that may be desirable.

FISCAL IMPACT

There is no fiscal impact associated with this action.

BACKGROUND

The Aquatic Center has long served as a cornerstone of community recreation and aquatic safety programming in Santa Fe Springs. In recent years, discussions at City Council meetings have taken place about renaming the facility to honor Paul T. Nakamura, a former city employee and lifeguard who made the ultimate sacrifice while serving his country. His connection to the Aquatic Center and the City make this naming particularly meaningful to residents and staff alike.

To guide the formal naming of public facilities, the City Council adopted Ordinance No. 1154 on February 4, 2025, establishing Section 10.24 (Naming of Public Facilities and Streets) within the Santa Fe Springs Municipal Code. Under this ordinance, an active City Council Member may initiate a name nomination during a City Council meeting. Nominations brought forward by a Council Member are exempt from the standard application process and may be approved with a unanimous vote of the City Council.

ANALYSIS

Naming the facility the Paul T. Nakamura Regional Aquatic Center offers a meaningful

tribute to a hometown hero who was closely connected to the Aquatic Center as a lifeguard and City employee. The inclusion of the word “Regional” fulfills funding requirements associated with the facility’s upgrades and reflects its role in serving not only Santa Fe Springs residents but surrounding communities as well.

As the City prepares to finalize the design elements of Phase 2 of the Aquatic Center’s renovation, it is essential to determine the facility's final name. Incorporating the approved name into architectural signage, design schematics, branding, and promotional materials ensures consistency.

ENVIRONMENTAL

N/A

DISCUSSION

Finalizing the name at this stage allows staff and project consultants to include it across all design elements for Phase 2 upgrades, including entry signage, wayfinding, and program materials. The naming will be reflected in all internal and external documents, promoting a unified identity for the facility.

Upon completion of the Phase 2 renovations, the City will host a formal unveiling ceremony to commemorate the upgraded facility and officially recognize the new name.

SUMMARY/NEXT STEPS

Upon City Council approval, staff will finalize use of the name in all design documents and construction elements for Phase 2 of the facility’s renovation, update facility signage, marketing materials, and internal systems to reflect the new name, and coordinate City-wide communications to share the facility renaming and its significance with the broader community.

ATTACHMENT(S):

None

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ITEM # 5

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

SUBJECT: **CONTRACT WITH PHOENIX DECORATING COMPANY FOR PARTICIPATION IN THE PASADENA TOURNAMENT OF ROSES**

DATE: April 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize a contract with Phoenix Decorating Company (Phoenix), in an amount not to exceed $600,000 for Pasadena Tournament of Roses (Rose Parade) services for 2026, 2027, and 2028 in an agreement approved by the City Attorney; and

2) Allocate $200,000 for Fiscal Year 2024-2025 in Art in Public Places special fund monies to the Public Art & Art Education activity for expenditures related to the design, production, storage, and operation of the 2026 City of Santa Fe Springs Rose Float entry; and

3) Authorize Phoenix to apply, on behalf of the City of Santa Fe Springs, for entry into the 2026, 2027, and 2028 Rose Parades; and

4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The design and full production of a City of Santa Fe Springs Rose Float, by Phoenix, will cost $200,000 per year for entries in the 2026, 2027, and 2028 Rose Parades. Staff is requesting to allocate $200,000 in Art in Public Places special fund (2510-820000) to the Public Art & Art Education Program contractual services account (10511001-542050) for the production of the 2026 Rose Float entry. Monies for the 2027 and 2028 Rose Float entries will be proposed in the future corresponding budgets for approval by City Council.

Art in Public Places funding comes directly from development and redevelopment fees. Therefore, there is no impact to the General Fund.

BACKGROUND

The Pasadena Tournament of Roses is an annual tradition that began on January 1, 1890, in Pasadena, California. Organized by the Valley Hunt Club, the event was created to showcase Southern California's warm winter climate and abundant flowers while much of the country was covered in snow.

As the event grew in popularity, the Pasadena Tournament of Roses Association (Rose Association) was formed in 1895 to oversee its organization. By 1902, the Rose Bowl Game was introduced as part of the festivities, making it the oldest college football bowl game in the United States. The parade itself evolved over the years, incorporating elaborate floral floats, equestrian units, and marching bands that draw millions of spectators annually.

Today, the Rose Parade takes place every New Year's Day (except when it falls on a Sunday and is done the following Monday) and features stunning floats covered in organic materials like flowers, seeds, and leaves. The event is known for its grandeur, innovation, and commitment to showcasing creativity and natural beauty.

The Tournament of Roses remains a beloved national tradition. The theme of the January 1, 2026, Rose Parade is "The Magic of Teamwork".

The City of Santa Fe Springs participated in the Rose Parade during the 1960s and was a grand prize winner in 1969. After a 38-year absence, the City entered rose floats in 2007 and most notably in 2008 with its "A Celebration of Life -Día de Los Muertos" float that won the Extraordinaire Trophy for the most spectacular float. Once again, the city has a great opportunity to participate in the event through the construction and presentation of floats for the 2026, 2027, and 2028 Rose Parades.

City staff met with the Heritage Arts Advisory Committee (HAAC) members on March 18, 2025, regarding the Rose Float proposal. HAAC members supported participation in the Rose Parade and voted to recommend that City Council approve the Rose Float project, including funding of $200,000 by the Art in Public Places special fund for the entry years.

ANALYSIS

The City of Santa Fe Springs has a unique opportunity to showcase its community pride, history, and identity by submitting float entries into the 2026, 2027, and 2028 Rose Parades. Participation in these internationally recognized events will allow the City to engage with a global audience, enhance civic visibility, and celebrate key milestones in a way that fosters community spirit and long-term recognition.

1. Strengthening Civic Identity & Community Pride
Santa Fe Springs has a rich cultural and historical foundation, and participation in the Rose Parade allows the City to highlight its uniqueness in an event that is watched by millions. The parade provides an excellent platform to reflect the City's values, heritage, and progress while uniting residents in a shared sense of pride. Community involvement in float decoration also fosters civic engagement and strengthens local connections. The City will coordinate the volunteer effort needed, including reaching out to our local schools for youth volunteers, to decorate the float in the weeks leading up to the Rose Parade, including transportation to and from the float production site.

2. Commemorating Santa Fe Springs' 70th Anniversary in 2027
The City will celebrate its 70th anniversary in 2027, making this a perfect opportunity to commemorate seven decades of growth, resilience, and community achievements. A dedicated anniversary-themed float in the 2027 Rose Parade would serve as a significant milestone celebration, reinforcing the City's legacy while promoting its future vision. With a worldwide audience, this will provide an unparalleled platform to highlight the City's historical journey, accomplishments, and commitment to its residents.

3. Capitalizing on the 2028 Los Angeles Olympics for Global Exposure
With the Olympic Games coming to Los Angeles in 2028, the region—including Santa Fe Springs—will experience an unprecedented surge in media coverage, tourism, and international interest. By securing a spot in the 2028 Rose Parade, the City can strategically align itself with global promotional efforts, ensuring its presence is recognized alongside one of the biggest sporting events in the world. The increased international viewership of the parade, which takes place just months before the Summer Olympics, will allow Santa Fe Springs to showcase its cultural significance and civic achievements on a world stage.

4. Maximizing Media and Promotional Benefits
The Rose Parade is broadcast in over 170 countries, reaching a live audience of more than 50 million spectators and television viewers. By participating for three consecutive years, Santa Fe Springs can maximize media exposure, strengthen branding efforts, and create long-term recognition. Additionally, the City can leverage digital marketing, social media campaigns, and partnerships to enhance promotional outreach and draw attention to Santa Fe Springs as a vibrant, forward-thinking community.

5. Enhancing Tourism & Economic Opportunities
Participation in the Rose Parade can indirectly boost economic development and tourism. A well-designed float highlighting Santa Fe Springs' community, local landmarks, or key industries can attract businesses, visitors, and new residents who see the City as a dynamic and thriving place. The increased visibility, particularly in 2028 with the global Olympic audience, will provide an opportunity to position Santa Fe Springs as a destination for cultural events, economic investments, and community-driven initiatives.

ENVIRONMENTAL

N/A

DISCUSSION

Contracting with Phoenix to design and produce the City's 2026, 2027, and 2028 Rose Parade floats presents a strategic and beneficial decision for the City. Phoenix is one of only three float builders officially approved by the Tournament of Roses Association, ensuring their designs and float productions meet the highest standards of creativity, craftsmanship, and safety.

With a 40-year history of float building, Phoenix has established itself as a premier leader in the industry. Their long-standing experience in the Rose Parade, combined with a proven track record of excellence, is evident in their numerous accolades, including an impressive nine awards in the 2025 Rose Parade alone. This recognition highlights their ability to produce visually stunning and technically advanced floats that consistently capture the attention of judges and spectators.

Phoenix’s proximity to Santa Fe Springs, located in Irwindale, CA, offers logistical advantages such as streamlined collaboration, reduced transportation costs, and improved oversight of the float-building process. This closeness ensures the City has direct access to monitor progress, provide input, and make necessary adjustments throughout the design and construction phases.

Furthermore, Phoenix has a strong reputation as a pioneer in Rose Parade float innovation. They have consistently pushed the boundaries of float design and technology, being the first to introduce:

- The longest float in Rose Parade history
- The first-ever LED screen incorporated into a float
- The first self-contained hydraulic power unit for float animation
- Cutting-edge computer technology for advanced animation systems

Their dedication to innovation ensures that Santa Fe Springs' float will not only align with parade trends but also set new creative benchmarks. By leveraging the latest technology, animation capabilities, and artistic designs, Phoenix can produce a float that is both visually captivating and mechanically reliable, maximizing the City’s exposure and impact in the parade.

Overall, Phoenix's expertise, award-winning history, proximity, and commitment to innovation make them the ideal choice for designing and producing Santa Fe Springs’ Rose Parade floats through 2028. Their ability to deliver high-quality, trend-setting floats

will help enhance the City's presence in this world-renowned event while ensuring a strong return on investment through public engagement and media exposure.

SUMMARY/NEXT STEPS

Participation in the Pasadena Tournament of Roses presents a unique opportunity for the City of Santa Fe Springs to showcase its community on an international stage. Contracting with Phoenix will ensure high-quality float production and successful representation in the 2026, 2027, and 2028 parades. Staff recommends approval of the contract with Phoenix to secure Santa Fe Springs' spot in the Rose Parade and proceed with production plans.

If approved, Phoenix would apply, on behalf of the City of Santa Fe Springs, to the Rose Association for entry in the 2026, 2027, and 2028 Rose Parades. Upon acceptance by the Rose Association, the City and HAAC members would work with Phoenix to design the float for the 2026 parade, scheduled for April and May. Phoenix will then work from May through November to construct the framework of the City's float. In December, City volunteers will be transported to Phoenix's facility to attach the dry and floral decorations to the float. Phoenix would be responsible for driving the float and transporting it to and from the Rose Parade location, as well as along the parade route.

The City will also explore opportunities to transport residents to and from the Phoenix facility after the Rose Parade to view the Santa Fe Springs' float up close and in person, allowing the community to take pictures of and with the float.

ATTACHMENT(S):

A. Phoenix Decorating Company Statement of Qualifications

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

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@PHXDECO

A BUILDER THAT CREATES THE ULTIMATE FLOAT EXPERIENCE

- **Phoenix Decorating Company the *Rose Parade Float Builder of Choice***
  More float sponsors choose Phoenix Decorating Company each year than any other commercial builder combined because of the company's reputation to successfully build and decorate award-winning floats. In the company's 44-year history it has produced 922 Rose Parade floats.

- **Year-round Float Building**
  Phoenix Decorating Company employs more than 30 year-round staff members who have mastered the art of float construction over a number of decades.

- **Award-winning Designs**
  Phoenix Decorating Company has won 309 awards in its 44-year history, most recently receiving nine awards in 2025.

- **Complete Branding Opportunities**
  Our award-winning design staff incorporates a sponsor's message into a magnificent float, created specifically to ensure each sponsor unique positioning on the international stage.

- **Unsurpassed Media Coverage**
  The work of a year-round media and communications manager facilitates media coverage for sponsors from concept/rendering to post-parade coverage.

  - *Phoenix Decorating Company's float locations have been viewed on NBCs Today Show, The CBS Evening News, Good Morning America on ABC; local stations KNBC-LA, KCBS-LA, KCAL, FOX 11, Univision, Telemundo and KTLA, utilizing Phoenix sponsors' floats and interviews concerning float building and sponsor messages.*

  - *Annually, Phoenix Decorating Company's floats are featured live on KTLA, ABC/ESPN, Univision and RFD-TV pre-parade specials.*

  - *More than 200 media groups regularly visit or broadcast from Phoenix Decorating Company*

5400 Irwindale Avenue
Irwindale, CA 91706
Phone: 626.793.3174
Fax: 626.793.7187
www.phoenixdeco.com
PhoenixDecoratingCo
@PHXDECO

KEY PERSONNEL

CHRIS LOFTHOUSE, *President & CEO*

Chris has unsurpassed knowledge of every element of the Rose Parade float construction and decorating business. He has been the pioneer of cutting-edge technology, hydraulics, animatronics, computer systems association and mobile technology application bewildering many.

Chris is directly involved in client presentations, recommendations, execution development and oversees the building of each float. He influences his employees and clients with clear honesty and communication where feedback permits effectiveness.

PDC has also been known to build floats for other distinctive events: Coca Cola 100th Anniversary Celebration, Orange Bowl Parade, Kentucky Derby Festival, Indianapolis 500 Festival Parade, and National Day Celebration in Singapore.

LYN LOFTHOUSE, COO & *Floral Director*

Lyn has been with PDC for over 30 years – that's a good marriage. Having an exceptional eye for detail and scrutinizing over every floral and dry material imagined; Lyn orchestrates the usage and application of products to appeal to the senses of sight, smell, touch, hear and humor – and sometime taste (fresh produce) when permitted.

Lyn is the floriculturist who researches, selects and orders all products (flowers from USA, all over the world and exotic islands) needed to cover every inch of each float the company builds. Well established systems and procedures created for the Art Department, Floral Designers, and Crew Chiefs ensure all decorating materials and fresh flowers are being allocated correctly.

William Lofthouse, Foreman

The 2025 parade marked the seventeeth year for William Lofthouse in the float construction industry. Responsible for all day-to-day operations at PDC; William facilitates and supervises each of the metal artisans, electricians, animators and mechanics involved in designing, building and performance of each float. On the floor, his leadership comes to fostering partner relationships and continuing to encourage the construction team to achieve construction objectives.

CYNTHIA McMINIMY, Art Director

As the art director for Phoenix Decorating Company, Cynthia McMinimy is responsible for the artistic preparation of the floats for decoration. Cynthia has been with Phoenix Decorating Company for more than 30 years and has scholared an amazing technique of intricate color-coding necessary for each float before the decorating process begins.

Every square inch of a float is covered with flowers and other organic materials and Cynthia is a specialist of interpretation and transforming rendering (2D) color patterns to actually duplicate images applied on each float (3D) before the materials arrive and are placed.

CHUCK HAYES, Sponsor Relations

Chuck Hayes is a seasoned executive with over 35 years of marketing, sports management, advertising, and corporate communications experience. Hayes serves as the point person for all sponsor relations activities which include updates, and activations, credentialing, logistics (parade morning access & parking,) parade operations, special events and is the liaison between PDC and Tournament of Roses sponsor relations. His years of multi-media experience are an asset for content in all outlets of communications: radio, television, cable, mobile, social media, website, press releases, referral marketing and co-partnering. Initiating marketing collateral for PDC and for Tournament; direct communication is imperative to properly position the Company, their clients (float sponsors) and the press. Engaging in social media where the interactions have value and persuasive exchanges. Hayes is currently in his fifteenth year with Phoenix Decorating,

FLOAT DESIGNERS

The float design team at Phoenix Decorating Company has produced more award-winning floats than any other company. Each of our designers brings a different creative background to the team. This guarantees that our company delivers floats that are original, unique and delivers diversity to meet all of our client's design needs.

The entire Phoenix Decorating team understands the importance of the company's commitment to quality, innovation and continued excellence.

PHOENIX
DECORATING COMPANY

5400 Irwindale Avenue
Irwindale, CA 91706
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44 YEARS OF EXCELLENCE IN FLOAT BUILDING... 922 FLOATS, 309 AWARDS
OUR RECENT AWARD HISTORY INCLUDES

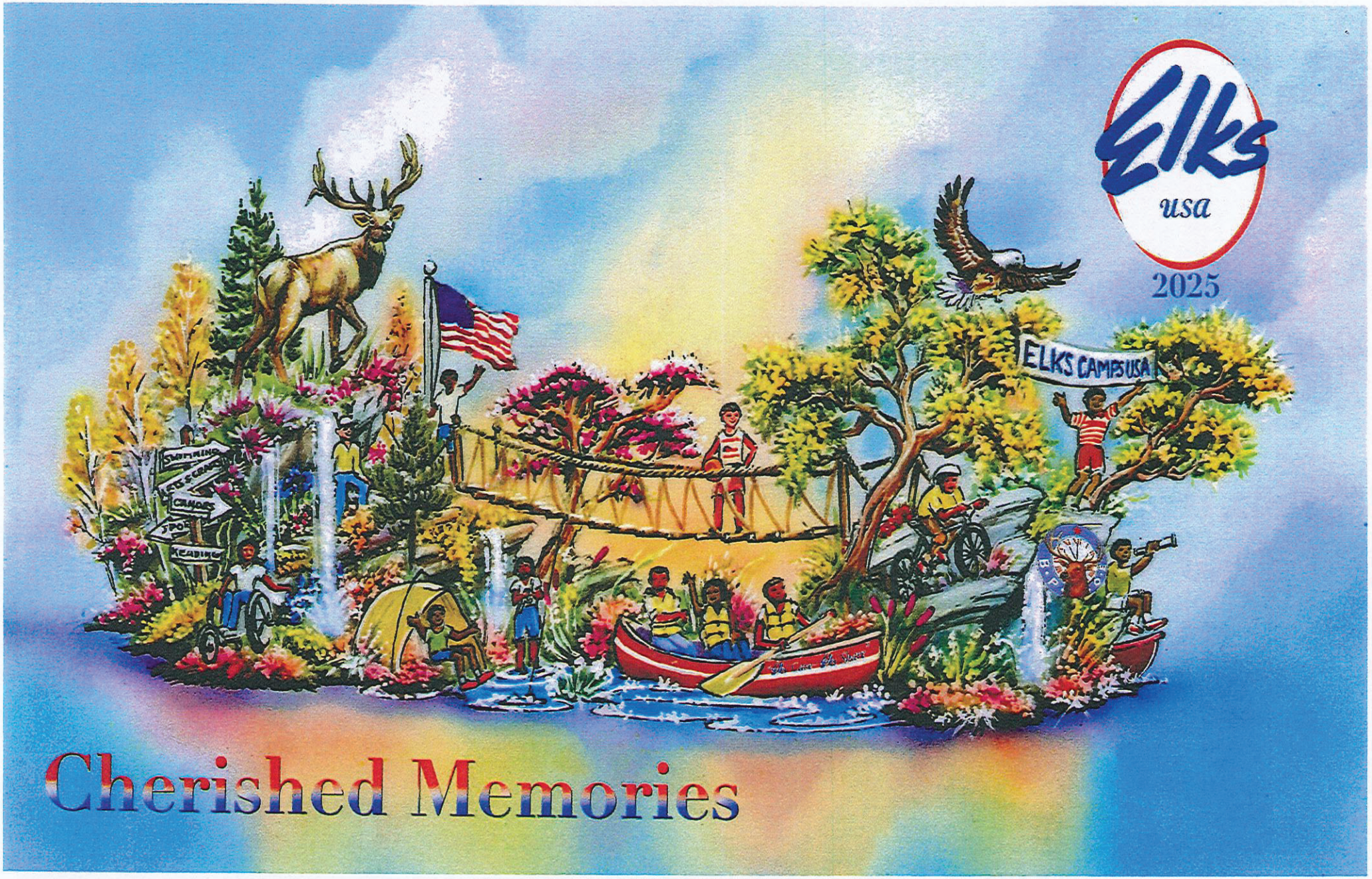
2025: *Best Day Ever!*
Americana: ELKS U.S.A.
International: CODING FOR VETERANS
Isabella Coleman: CITY OF HOPE
Mayor: CITY OF ALHAMBRA
President: WESTERN ASSET MANAGEMENT
Queen: SHRINERS CHILDREN'S
Showmanship: TRADER JOE'S
Tournament Volunteer: ROTARY INTERNATIONAL
Wrigley Legacy: KAISER PERMANENTE

2024: *Celebrating A World of Music*
Americana: THE COWBOY CHANNEL
Animation: TRADER JOE'S
Extraordinaire: VISIT NEWPORT BEACH
Fantasy: CITY OF ALHAMBRA
International: CODING FOR VETERANS
Isabella Coleman: CORE KIDNEY
Leishman Public Spirit: ROTARY INTERNATIONAL
Theme: WESTERN ASSET
Tournament Volunteer: KIWANIS INTERNATIONAL

2023: *Turning The Corner*
Director: LUTHERAN HOUR MINISTRIES
Princess: ROTARY INTERNATIONAL
Isabella Coleman: RFD-TV-MUTUAL OF OMAHA
Tournament Volunteer, CITY OF ALHAMBRA
Theme: CITY OF HOPE
Judges: WESTERN ASSET MANAGEMENT
Wrigley Legacy: TRADER JOE'S

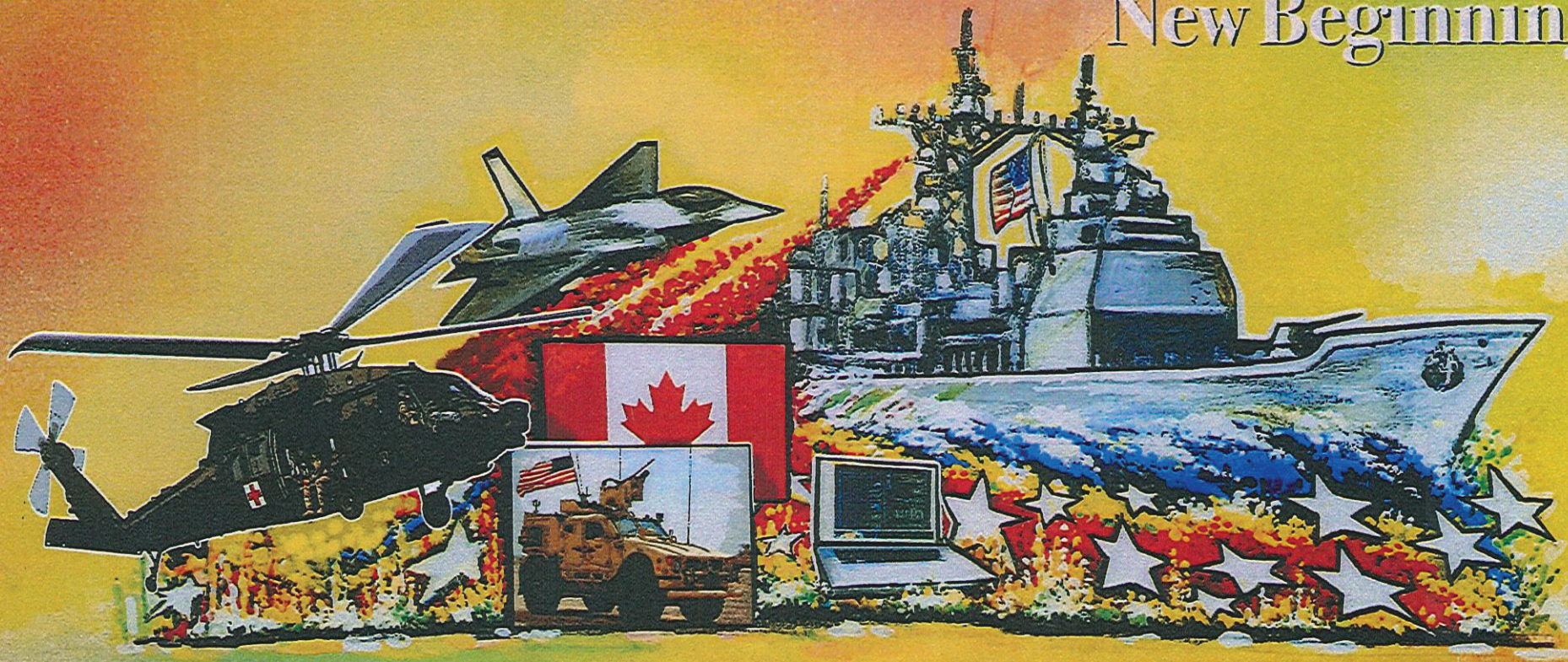
2022: *Dream, Believe Achieve*
President: MRS. MEYERS CLEAN DAY
Leishman Public Spirit: LIONS CLUBS INTERNATIONAL
Director: RFD-TV-MUTUAL OF OMAHA
Tournament Volunteer, CITY OF ALHAMBRA
Past President: CITY OF HOPE
Fantasy: WESTERN ASSET MANAGEMENT
American: TRADER JOE'S

2020: *The Power of Hope*
Tournament Volunteer: ROTARY INTERNATIONAL
Crown City Innovator: TRADER JOE'S
Golden State: HUNTINGTON LIBRARY, ART MUSEUM & BOTANICAL GARDENS
Animation: MRS. MEYER'S CLEAN DAY
Showmanship: THE COWBOY CHANNEL
Past President: CITY OF HOPE


Elks
usa
2025
ELKS CAMPS USA
Cherished Memories

ROSE PARADE
ROSE PARADE
HONDA
ROSE PARADE
HONDA
SWIMMING
ARTS & CRAFTS
CANOES
SPORTS
READING
ELKS CAMPS USA
ROSE PARADE

Coming Home to New Beginnings



CODING FOR VETERANS

ROSE PARADE
ROSE PARADE
59

A Beautiful Day for Hope

City of Hope®

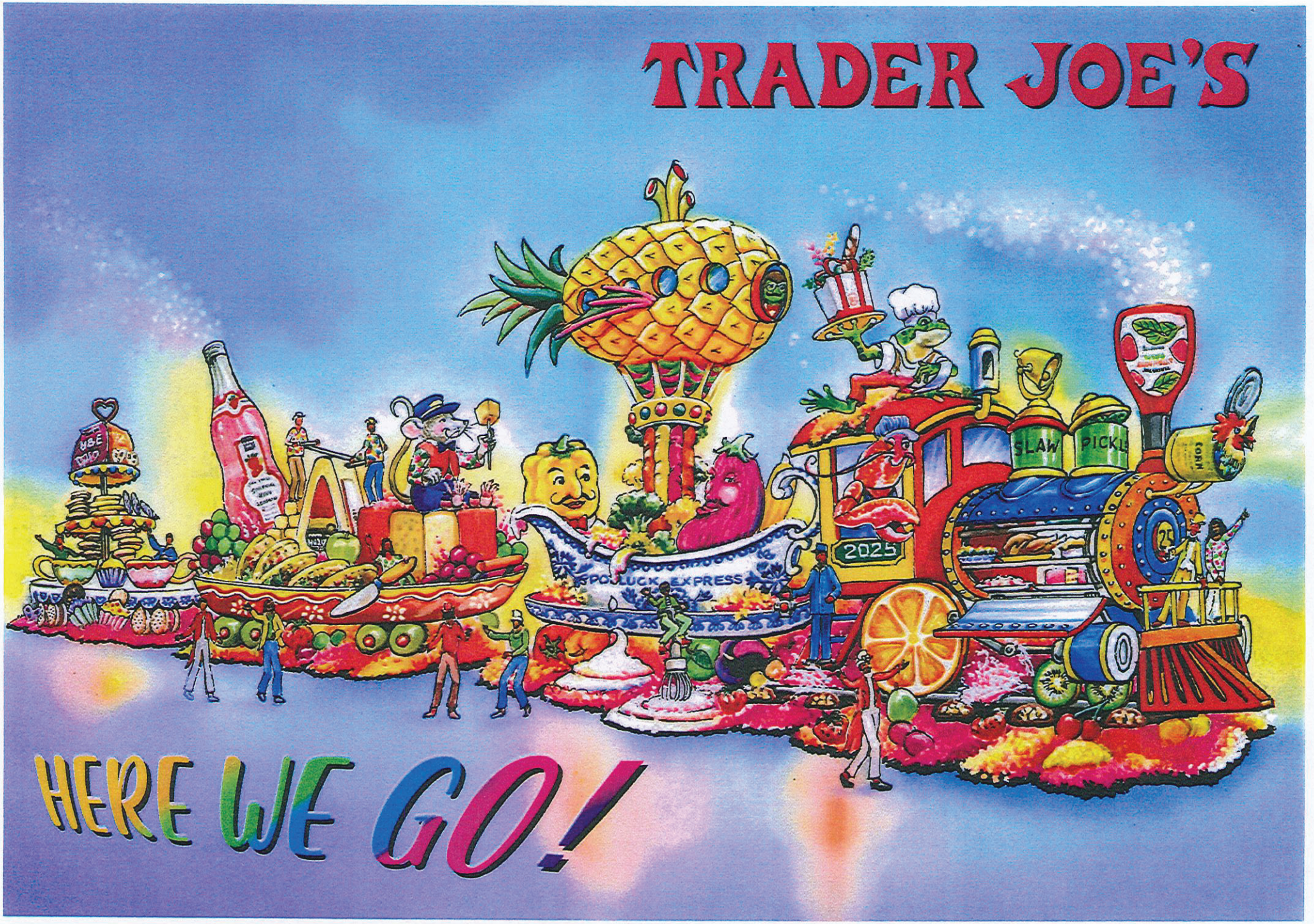
ROSE PARADE
ROSE PARADE
HONDA

Float Like a Butterfly
WESTERN ASSET

ROSE PARADE
ROSE PARADE
HONDA

Shriners
Children's™
Hope Shines On

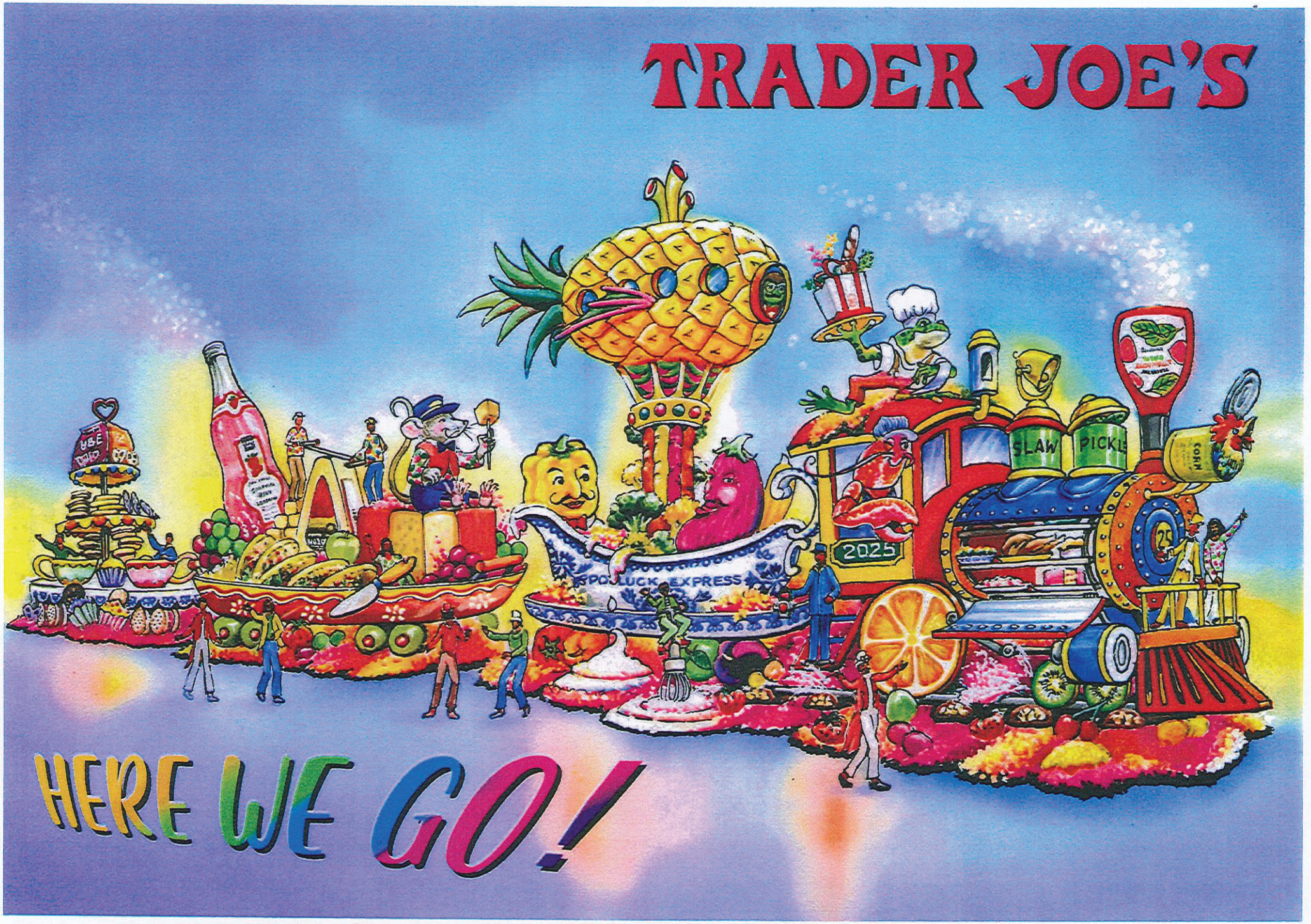
ROSE
ROSE PARADE


TRADER JOE'S
SLAW
PICKL
CORN
2025
POTLUCK EXPRESS
HERE WE GO!

ROSE PARADE
ROSE PARADE
ROSE PARADE
ROSE PARADE

Shriners
Children's™
Hope Shines On

ROSE PARADE
ROSE PARADE
ROSE PARADE


TRADER JOE'S
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PICKLE
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2025
POTLUCK EXPRESS
HERE WE GO!

ROSE PARADE
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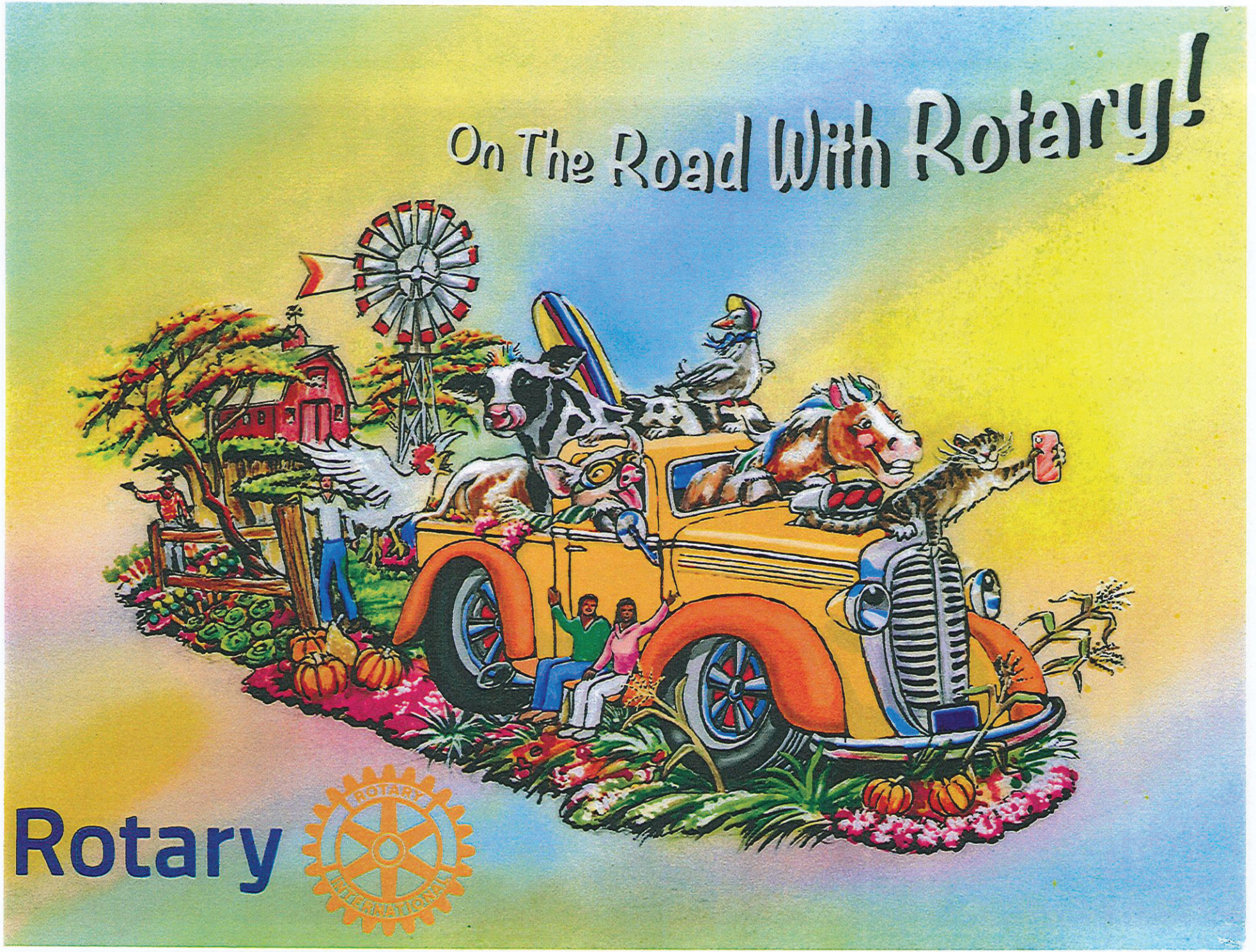
ROSE PARADE
HONDA
EXPRESS


On The Road With Rotary!
Rotary
ROTARY
INTERNATIONAL

ROSE PARADE
ROSE PARADE
HONDA
ROSE PARADE
HONDA
On The Road Until Retired

More Healthy Days, More Healthy Years
108
KAISER PERMANENTE®

ROSE PARADE
26
61
85
43
75
85
100
60
More Healthy Days
for More Healthy Years

FOR ITEM NO. 6, PLEASE SEE ITEM NO. 8

FOR ITEM NO. 7, PLEASE SEE ITEM NO. 8

ITEM # 8

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, City Clerk

SUBJECT: **MINUTES OF THE MARCH 4, 2025 CITY COUNCIL MEETINGS**

DATE: April 1, 2025

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:

- Council Meeting of March 4, 2025

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. March 4, 2025 Meeting Minutes

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

March 4, 2025

CALL TO ORDER
Mayor Rounds called the meeting to order at 6:03 p.m.

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

Members absent: None

INVOCATION
Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE
Councilmember Rodriguez led the pledge of allegiance.

INTRODUCTIONS
Mayor Rounds introduced the following members from the Chamber of Commerce:

1. Lisa Boyajian – Ansa Insurance Services
2. Mark Gutierrez – GILMAR Automotive Group
3. Kathie Fink – SFS Chamber CEO

PRESENTATIONS

1. PROCLAMATION – NATIONAL WOMEN'S HISTORY MONTH

CHANGES TO AGENDA
City Manager Bobadilla announced that a revised Item No. 2 was provided to Council for consideration.

PUBLIC COMMENTS
The following people spoke during Public Comments: 1) Hector De La Torre, 2) Odalys Valladares (Metro Little League President), and 3) Gabriel Fischman

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST
None.

PUBLIC HEARING

2. RESOLUTION NO. 9947 – AMENDING RESOLUTION NO. 9933 BY ADDING TWO NEW FEES AND AMENDING SEVEN FEES TO THE CITY OF SANTA FE SPRINGS COMPREHENSIVE FEE SCHEDULE FOR FISCAL YEAR 2024-25 (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Open the Public Hearing;

2) Receive any comments from the public wishing to speak on this matter and thereafter close the Public Hearing;

3) Adopt Resolution No. 9947, which amends Resolution No. 9933, adopted on November 12, 2024, to add two new fees and amend seven existing fees from the City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25; and

4) Take such additional, related, action that may be desirable.

Mayor Rounds opened the public hearing at: 6:35 p.m.

There were no speakers

Mayor Rounds closed the public hearing at: 6:35 p.m.

It was moved by Mayor Pro Tem Zamora, seconded by Councilmember Rodriguez, to adopt Resolution No. 9947, which amends Resolution No. 9933, adopted on November 12, 2024, to add two new fees and amend seven existing fees from the City of Santa Fe Springs Comprehensive Fee Schedule for Fiscal Year 2024-25, and take such additional, related action that may be desirable, by the following vote:

Ayes:	Mora, Martin, Rodriguez, Zamora, Rounds
Noes:	None
Absent:	None
Recuse:	None

REGULAR BUSINESS

3. ADOPTION OF POLICY TO FORMALIZE THE CITY OF SANTA FE SPRINGS RESERVE POLICY (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Policy to formalize a written Reserve Policy.

City Manager, René Bobadilla, introduced Director of Finance, Lana Dich, and talked about a need to implement reserves and to protect against financial instability. Lana provided additional details of the target levels vs the current levels of reserves.

It was moved by Councilmember Mora, seconded by Councilmember Martin, to adopt Policy to formalize a written Reserve Policy, by the following vote:

Ayes: Mora, Martin, Rodriguez, Zamora, Rounds
Noes: None
Absent: None
Recuse: None

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.

HOUSING SUCCESSOR

4. MINUTES OF THE FEBRUARY 4, 2025 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

1) Approve the minutes as submitted.

SUCCESSOR AGENCY

5. MINUTES OF THE FEBRUARY 4, 2025 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

1) Approve the minutes as submitted.

CITY COUNCIL

6. MINUTES OF THE FEBRUARY 4, 2025 CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the minutes as submitted.

7. ORDINANCE NO. 1158 – AMENDING TITLE III (ADMINISTRATION) TO ADD NEW CHAPTER 41 (ELECTRONIC RECORDS AND SIGNATURES) TO THE SANTA FE SPRINGS MUNICIPAL CODE AND DETERMINE THAT THE ACTION IS EXEMPT UNDER CEQA (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

1) Find and determine that the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and

2) Introduce for first reading, in title only, and waive further reading of Ordinance No. 1158: An Ordinance of the City of Santa Fe Springs Municipal Code related to the adoption of policy and procedures for Electronic Records and Signatures.

8. RESOLUTION NO. 9950 – DECLARING ONE (1) PARCEL (APN: 8005-012-031) LOCATED IN THE CITY OF SANTA FE SPRINGS AS SURPLUS PROPERTY (COMMUNITY DEVELOPMENT)

RECOMMENDATION: It is recommended that the City Council:

1) Find that this action is exempt from environmental review under the California Environmental Quality Act (CEQA); and

2) Adopt Resolution No. 9950, declaring that real property owned by the city as surplus land and not necessary for public use pursuant to Surplus Lands Act (Gov. Code § 54220 *et seq.*).

9. ADOPTION OF THE CITY'S FISCAL YEAR 2025-26 INVESTMENT POLICY (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the City's Fiscal Year 2025-26 Investment Policy.

10. ADOPTION OF RESOLUTION NO. 9951 TO AMEND THE CITY OF SANTA FE SPRINGS DEBT MANAGEMENT POLICY (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9951 to amend the City of Santa Fe Springs Debt Management Policy, as required by Government Code Section 8855(j).

11. ADOPTION OF PENSION FUNDING POLICY (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the City of Santa Fe Springs Pension Funding Policy.

12. RESOLUTION NO. 9952 – UPDATING AUTHORIZED PERSONS FOR LOCAL AGENCY INVESTMENT FUND (LAIF) (FINANCE)

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 9952 – Updated Authorized Persons to transact on the City's LAIF account.

13. HERITAGE PARK NATIVE AMERICAN POND IMPROVEMENT – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to Zeco, Inc. of Anaheim, California for $39,317.50 (Less 5% Retention); and

2) Approve the final contract amount with Zeco, Inc. in the amount of $221,888.07, including the aggregate change order amount of $27,216.00; and

3) Take such additional, related action that may be desirable.

14. COMMERCIAL STREET IMPROVEMENTS FOR SPRINGDALE AVENUE, WAKEMAN STREET AND JOHN STREET – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Plans and Specifications for the Commercial Street Improvements for Springdale Avenue, Wakeman Street and John Street Project; and

2) Authorize the City Engineer to advertise for construction bids; and

3) Authorize the City Manager to execute Task Order No. 93 with Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services in the amount of $108,000; and

4) Authorize the City Clerk to file a Notice of Exemption for the subject project with the Los Angeles Registrar-Recorder; and

5) Take such additional, related action that may be desirable.

15. AQUATIC CENTER IMPROVEMENT PROJECT PHASE 1A – FINAL PAYMENT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Final Payment to California Commercial Pools, Inc. of Glendora, California for $52,503.83 (Less 5% Retention); and

2) Approve the final contract amount with California Commercial Pools, Inc. in the amount of $4,151,267.38; and

3) Authorize the City Manager to execute and amend Task Order No. 70 to Southstar Engineering, Inc., for On-Call Professional Engineering Services for Construction Management and Inspection Services in the amount of $149,940.00; and

4) Take such additional, related action that may be desirable.

16. MEASURE SFS STREET IMPROVEMENT PROGRAM (PHASE 1) - AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR PROJECT/CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

1) Award a Professional Services Agreement to Southland Engineering & Consulting, Inc. for program management & construction management/inspection services for the Measure SFS Street Improvement Program (Phase 1) for a total not-to-exceed fee of $2,962,342; and

2) Authorize the City Manager to execute the agreement; and

3) Take such additional, related action that may be desirable.

It was moved by Councilmember Rodriguez, seconded by Councilmember Martin, to approve the consent calendar, by the following vote:

Ayes:	Mora, Martin, Rodriguez, Zamora, Rounds
Noes:	None
Absent:	None
Recuse:	None

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

None.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Mora highlighted the city's money management strategies and praised city management. He thanked the Women's Club and the Soroptimist Club members in attendance and also talked about attending the Whittier Chamber of Commerce Silver Shield ceremony.

Councilmember Martin praised the Whittier Police Department and talked about former Officer Keith Boyer. She talked about future plans for the city and commented on the great attendance at the job fair held at the Betty Wilson Center. Lastly, she commended Cindy Jarvis on winning woman of the year from Assemblymember Blanca Pacheco's office.

Councilmember Rodriguez talked about potentially bringing back the home improvement programs to assist residents in need. She talked about attending a LA CADA event. She also talked about attending Quartermania and praised the youth leadership committee.

Mayor Pro Tem Zamora talked about the importance of keeping Council accountable. He praised current staff and also remarked about different possibilities that are available for future departments. He talked about women's history month highlighted the importance of mothers and women in the community.

Mayor Rounds reported on attending a diversity summit at Santa Fe High School. He encouraged everyone to attend at least one of the budget study sessions in the coming months, and thanked both women's groups for attending.

ADJOURNMENT

Mayor Rounds adjourned the meeting at 7:10 p.m.

_____
William K. Rounds
Mayor

ATTEST:

_____ _____
Fernando N. Muñoz Date
City Clerk

ITEM # 9

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: Cuong Nguyen, Director of Community Development
Laurel Reimer, Planning Consultant

SUBJECT: **SECOND READING OF ORDINANCE NO. 1155 – AMEND SECTION 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE**

DATE: April 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Adopt Ordinance No. 1155:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

The City of Santa Fe Springs Zoning Code has included regulations for the location, operation, and aesthetic standards for billboards along Interstate 5 within the Freeway Overlay Zone (FOZ) since 2012. In September 2021, the City adopted Ordinance No. 1118 to establish regulations for electronic billboards along the Interstate 605 corridor,

which included standards that were substantially similar to those for the FOZ and restricted billboards to the M-2, Heavy Manufacturing, Zone. At the time Ordinance No. 1118 was adopted in 2021, all parcels east of Interstate 605 and north of the railroad tracks were zoned M-2, Heavy Manufacturing. In February 2022, the City adopted the 2040 General Plan, including a new land use map that changed the designation for the parcels east of the freeway and north of the railroad tracks from "Industrial" to "Light Industrial." To maintain consistency between the General Plan and the Zoning Code, an updated Zoning Map was adopted in September 2023. The updated zoning map re-zoned the parcels east of Interstate 605 and north of the railroad track from "M-2, Heavy Manufacturing" to "M-1, Light Manufacturing."

The intent of the Interstate 605 billboard ordinance was to allow for billboards within the manufacturing zones along the freeway. At the time of the Interstate 605 billboard ordinance adoption, the only manufacturing zone along Interstate 605 was M-2, Heavy Manufacturing. Therefore, the only permissible zone contemplated in the ordinance was M-2, Heavy Manufacturing. The updated Zoning Map eliminated the manufacturing parcels east of the freeway from billboard eligibility by re-zoning them to M-1, Light Manufacturing. The proposed Ordinance will update the location criteria for Interstate 605 billboards to also allow them in the M-1, Light Manufacturing, Zone. Allowing billboards in the M-1 Zone has no impact on the remainder of the regulations in the Code. The numerous design and operational restrictions already included in the Interstate 605 ordinance to minimize the possible impacts billboards may have on surrounding uses will remain unaffected by the Ordinance.

On March 18, 2025, the City Council held a duly noticed public hearing to review and consider Ordinance No. 1155. After evaluating the written and oral reports, along with the public input received prior to and during the City Council meeting, the City Council voted 5-0 in favor of waiving further reading and introducing Ordinance No. 1155 by title.

ANALYSIS

The proposed Ordinance will amend the following text of Municipal Code Section 155.519 (Interstate 605 Corridor Electronic Billboard Sign Program):

> *(E) Permitted Use in the* *Manufacturing Zones* ~~*M-2 Zone*~~*.* Subject to the limitations of this Section, and notwithstanding the provisions of any other Section of the zoning ordinance, electronic billboards shall be a permitted use in the *M-1 and* M-2 zones along the 605 corridor.

ENVIRONMENTAL

At the March 18, 2025, City Council meeting, the City Council determined that the adoption of Ordinance No. 1155 was exempt from CEQA pursuant to the common sense CEQA exemption (CEQA Guidelines Section 15061(b)(3)) which provides that CEQA applies only to projects which have the potential to have a "significant effect on the

environment," as defined in Public Resources Code Section 21068 and in CEQA Guidelines Section 15382.

SUMMARY

Ordinance No. 1155 will be effective 30 days after its adoption.

ATTACHMENT(S):

A. Ordinance No. 1155
    a. Exhibit A – Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Municipal Code of Santa Fe Springs

ORDINANCE NO. 1155

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING SECTION 155.519 (INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM) WITHIN TITLE 15 (LAND USE), CHAPTER 155 (ZONING), OF THE SANTA FE SPRINGS MUNICIPAL CODE

WHEREAS, On January 27, 2025, the Planning Commission of the City of Santa Fe Springs conducted a duly noticed public hearing and adopted Resolution 279-2025 recommending that the City Council adopt Ordinance No. 1155 to amend Section 155.519 within Title 15 (Land Use), Chapter 155 (Zoning), of the Santa Fe Springs Municipal Code; and

WHEREAS, On March 18, 2025, the City Council of the City of Santa Fe Springs considered this Ordinance, the staff report, and all testimony, written and spoken, at a duly noticed public hearing; and

WHEREAS, the Zoning Code Amendment meets the requirements as contained in Planning and Zoning Law (Government Code sections 65800-65912); and

WHEREAS, the Zoning Code Amendment has been prepared and will be adopted in accordance with the requirements of Planning and Zoning Law (Government Code sections 65850-65860).

NOW THEREFORE, the City Council of the City of Santa Fe Springs does ordain as follows:

SECTION 1. The Zoning Code Amendment is exempt from CEQA because it falls within the common sense exemption, pursuant to CEQA Guidelines Section 15061(b)(3), which indicates that CEQA only applies to projects that have a "significant effect on the environment" as defined in Public Resources Code Section 21068 and CEQA Guidelines Section 15382 as a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project. Adopting the Zoning Code Amendment would not be an activity with the potential to cause a significant effect on the environment, and therefore is exempt from CEQA. Consequently, no other environmental documents are required by law.

SECTION 2. The Zoning Code Amendment is consistent with the following Santa Fe Springs General Plan Goals and Policies:

1. Policy LU-1.6 – Community Benefits. Ensure that new development(s) provide a net community benefit and pay their fair share of fiscal impacts on infrastructure and services.
2. Policy ED-4.5 – Targeted Economic Incentives. Assess the value of alternative incentive concepts and programs for specific business types, in relation to what

competing cities within the region are doing, along with a thoughtful assessment of the actual overall competitive strength of the community.

Billboard developments are fiscally positive for the City. Billboard developers are required to enter into an operating agreement with the City and revenue received through the billboard operating agreement helps fund municipal services. The operating agreement is required to include compensation to the City, the utilization of the billboard for City messages of community interest, and the utilization of the billboard to display emergency alerts, such as Amber Alert messages and emergency-disaster communications.

SECTION 3. Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code is hereby amended as provided in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or of Chapter 155, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This Ordinance shall become effective thirty (30) days from and after its passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Fe Springs at a regular meeting on this 1st day of April 2025.

_____
ATTEST: William K. Rounds, Mayor

_____

Fernando Muñoz, City Clerk

APPROVED AS TO FORM:

_____
Rick R. Olivarez, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SANTA FE SPRINGS)

I, Fernando Muñoz, City Clerk of the City of Santa Fe Springs, do hereby certify that the foregoing Urgency Ordinance was adopted at a regular meeting of the City Council held on the 1st day of April 2025, and was carried by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Fernando Muñoz, City Clerk

Exhibit A – Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Santa Fe Springs Municipal Code

Exhibit A – Zoning Code Amendment
Amendments to Chapter 155 (Zoning) of Title 15 (Land Use) of the Municipal Code of Santa Fe Springs

Key:
Normal Text = Existing unmodified Code language
~~Strikethrough Text~~ = Proposed language to be removed from the existing Code
Underline Text = Proposed language to be added to the Code

Code of Ordinances of the City of Santa Fe Springs Chapter 155, Section 155.519 (Interstate 605 Corridor Electronic Billboard Sign Program) is hereby amended as follows:

§ 155.519 INTERSTATE 605 CORRIDOR ELECTRONIC BILLBOARD SIGN PROGRAM.

(E) *Permitted use in the ~~M-2~~ Manufacturing zones.* Subject to the limitations of this Section, and notwithstanding the provisions of any other Section of the zoning ordinance, electronic billboards shall be a permitted use in the M-1 and M-2 zones along the 605 corridor.

ITEM # 10

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: Cuong Nguyen, Director of Community Development

SUBJECT: **AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) FOR THE DOWNTOWN SPECIFIC PLAN**

DATE: April 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize staff to advertise the Request for Proposals (RFP) for the Downtown Specific Plan; and

2) Take such additional, related actions that may be desirable.

FISCAL IMPACT

There is no fiscal impact associated with the authorization to advertise the RFP. Once a consultant is selected, staff will return to the City Council with a recommendation for the award of contract and an associated cost analysis.

BACKGROUND

The City adopted its 2040 General Plan in 2022, which included a vision for creating a downtown. Santa Fe Springs has never had a traditional or historic downtown. While the Civic Center complex serves as a de facto center for community events, residents have long expressed a desire for a vibrant downtown with shopping, dining and social gathering spaces. The City envisions a new downtown at the center of the City that will create community gathering spaces, restaurants, entertainment venues, hospitality uses, offices, and housing opportunities, all within a mixed-use, pedestrian-friendly environment.

To support this vision, the City added mixed-use designations in the General Plan and re-zoned industrial properties along Telegraph Road to mixed-use. Properties north of the Civic Center complex and vacant land at the southeast corner of Telegraph Road and Bloomfield Avenue were rezoned MU: Mixed-Use, and the Heritage Corporate Center was rezoned MU-DT: Mixed-Use – Downtown. In total, this area is comprised of 98.7 acres, with the City owning approximately 65 percent of the land area. These mixed-use areas will serve as the Downtown Specific Plan area (map provided as Attachment B).

To advance this downtown initiative, the City secured a $673,000 Sustainable Transportation Planning Grant from Caltrans to develop a Downtown Specific Plan for the newly designated mixed-use areas along Telegraph Road. Per the City's agreement with Caltrans, all work on the specific plan, including adoption of the final plan, must be completed by June 20, 2027.

ANALYSIS

Through this Request for Proposals (RFP), the City seeks a qualified consulting firm with expertise in land use planning, urban design, and public engagement to collaborate with staff and the community in crafting a Downtown Specific Plan. Telegraph Road will serve as the primary arterial with direct connectivity to other major arterials and the I-605 freeway. The Civic Center's library, aquatics center, Clarke Estate, and community garden will complement this new urban environment, where industrial and business park sites will gradually transition into three- to five-story mixed-use buildings and public plazas that foster pedestrian activity and connectivity between the Civic Complex and Heritage Park. The Specific Plan will implement the 2040 General Plan goals and facilitate the conversion of industrial and business park land into a vibrant, mixed-use downtown area. The Specific Plan will streamline the development process by providing objective development/design standards that are vetted through financial analysis and prototypical proformas.

The consultant's responsibilities will include a detailed assessment of the current conditions within the plan area, a robust community engagement program, land use alternatives analysis, market demand analysis, and an infrastructure and services plan. The project includes California Environmental Quality Act (CEQA) compliance and Zoning Code updates to ensure consistency with the comprehensive Zoning Code Update process. Final deliverables will include draft and final versions of the Specific Plan. The project is expected to take 24 months to complete.

ENVIRONMENTAL

This action is exempt from the requirements of the California Environmental Quality Act (CEQA), as advertising the RFP has no direct impact on the environment.

DISCUSSION

The Specific Plan will facilitate the downtown development process by presenting the community's vision for the plan area, reducing developer risk and permitting time, and lowering construction costs with pre-planned public infrastructure. Creating a Downtown Specific Plan will support efficient land use, promote economic development, and facilitate a streamlined permitting process, ultimately enhancing the quality of life for Santa Fe Springs residents and visitors.

SUMMARY/NEXT STEPS

Staff will advertise the RFP within 15 business days of City Council authorization.

ATTACHMENT(S):

A. Draft Request for Proposals
B. Map of Specific Plan Area

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

TO PROSPECTIVE PROPOSERS

The City of Santa Fe Springs ("City") invites qualified firms to submit proposals in response to this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be considered. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION
<INSERT DATE>, 2025

PROJECT
Downtown Specific Plan

PROPOSAL OWNER
City of Santa Fe Springs – Community Development Department
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Cuong Nguyen, Director of Community Development
Contact Phone: (562) 868 - 0511
Contact E-Mail: cuongnguyen@santafesprings.gov

PROPOSAL CONTACT
City of Santa Fe Springs – Department of Finance
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Micah Herd, Procurement Manager
Contact Phone: (562) 868 - 0511
Contact E-Mail: micahherd@santafesprings.org

Any questions about this RFP should be submitted via the City's PlanetBids Portal by **<INSERT DATE> at 2 PM Pacific**.

Proposals must be submitted by **<INSERT DATE>, at 2 PM Pacific**.

Prospective proposers must register their business with PlanetBids before being able to submit questions and/or proposals. To access the City's PlanetBids Portal, please go to: <INSERT LINK>.

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I. Notice Inviting Proposals

The City of Santa Fe Springs (hereinafter referred to as "City") invites Proposals from qualified consultant teams that specialize in public outreach, preparation of specific plans and/or corridor plans, and preparation of environmental documents (hereinafter referred to as "Proposers") interested in providing consultant services for the Downtown Specific Plan (hereinafter referred to as "the Project") following the specifications, terms, and conditions identified in RFP No. XX-X. Prospective respondents should carefully read information related to this opportunity before submitting a proposal.

The Selected firms or individuals must be familiar with grant-funded projects and demonstrate recent, relevant experience in projects similar in scope to this one. The project will require the expertise of a team of diverse disciplines to successfully deliver the required services.

To view the complete RFP package, please visit:

<INSERT LINK>

Prospective Proposers must register with PlanetBids before being able to view all documentation or submit a response.

Questions must be submitted by <INSERT DATE>, at 2 PM Pacific.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by <INSERT DATE>, at 2 PM Pacific. Responses to this RFP will be evaluated to determine the most qualified Proposer. Responses must adhere to the format and content described in the RFP.

The successful Proposer will be required to enter into a Professional Services Agreement with the City for the duration of the Project. Final terms, including compensation and length of the agreement, are subject to City Council approval.

II. Background

Santa Fe Springs is a predominantly industrial city in southeast Los Angeles County, providing a full range of municipal services, including police and fire protection, street maintenance, water utilities, recreational services, a public library, and cultural events. The City also oversees two (2) legally separate entities: the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority. Santa Fe Springs has approximately 18,800 residents and over 3,000 businesses.

Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton discovered a sulfur spring that was later developed into a health spa. Today,

Santa Fe Springs is a built-out city with little to no vacant properties remaining. Much of its land was historically used for oil extraction and refining until the 1970s, when the oil industry waned and consolidated operations. The boom period of the 1980s and 1990s—when the City actively led redevelopment of former oil field sites and aging industrial properties—vanished almost entirely with the dissolution of the City's Redevelopment Agency in 2012 by Governor Jerry Brown. In the post-redevelopment era, private redevelopment activity has been driven largely by well-funded logistics industries looking to meet increasing consumer demands related to online shopping and rapid goods delivery. Interest by other industry clusters remains more moderate but steady, reflecting the City's business-friendly environment and strategic location along Interstates 5 and 605.

The City's population increased modestly during the first two decades of the 2000s—from 16,413 in 2000 to 18,295 in 2020, with the increase primarily associated with the development of the Villages at Heritage Springs, a residential neighborhood built on a former oil field. Other housing development has been on sites formerly occupied by schools, open spaces, and industrial uses. For the State's housing planning period extending from 2021-2029, Santa Fe Springs was assigned a housing production goal of 952 units.

The City adopted its 2040 General Plan in 2022 which included a vision for creating a downtown. Santa Fe Springs has never had a traditional or historic downtown. While the Civic Center complex serves as a de facto center for community events, residents have long expressed a desire for a vibrant downtown with shopping, dining and social gathering spaces. The City envisions a new downtown at the center of the City that will create community gathering spaces, restaurants and entertainment venues, hospitality uses, offices, and housing opportunities all within a mixed-use, pedestrian-friendly environment. Telegraph Road will serve as the primary arterial with direct connectivity to other major arterials and the I-605 freeway. The Civic Center's library, aquatics center, Clarke Estate, and community garden will complement this new urban environment, where industrial and business park sites will gradually transition into three- to five-story mixed-use buildings and public plazas that foster pedestrian activity and connectivity between the Civic Complex and Heritage Park.

To support this vision, the City added mixed-use designations in the general plan and re-zoned industrial properties along Telegraph Road to mixed-use. Properties north of the Civic Center complex and vacant land at the southeast corner of Telegraph Road and Bloomfield Avenue were rezoned MU: Mixed-Use, and the Heritage Corporate Center was rezoned MU-DT: Mixed-Use – Downtown. In total, the Plan Area is comprised of 98.7 acres, with the City owning approximately 65 percent of the land area. A map of the Plan Area is provided as Attachment C.

To advance this downtown initiative, the City secured a $673,000 Sustainable Transportation Planning Grant from Caltrans (Agreement No. 74A1658) to develop a Downtown Specific Plan for the newly designated mixed-use areas along Telegraph

Road. A copy of the City's Scope of Work approved by Caltrans is provided as Attachment D (this provides further background on the City's goals and objectives in preparing the Plan). Per the City's agreement with Caltrans, all work on the specific plan, including the adoption of the final Downtown Specific Plan, must be completed by June 2027.

III. Timeline

- Release RFP <INSERT DATE>
- Online Q&A Deadline <INSERT DATE>, 2 PM Pacific
- Deadline to Submit Responses <INSERT DATE>, at 2 PM Pacific
- City Review of Submissions Early/Mid-<INSERT MONTH> 2025
- Interviews TBD (If Necessary)
- Notifications Sent to Proposers Late <INSERT MONTH> 2025
- Award of Contract Early/Mid-<INSERT MONTH> 2025

IV. Scope of Work/Services

The City seeks proposals from qualified consultants to prepare a Specific Plan to create a new downtown. The Specific Plan will implement the 2040 General Plan goals and facilitate the conversion of industrial and business park land into a vibrant, mixed-use downtown along Telegraph Road. Tentatively titled the Downtown Specific Plan, this bold vision will transform the City center.

The specific plan should embody pragmatic design and development standards that are objective in nature. The type and intensity of commercial and residential development proposed shall mesh with and enhance accessibility to public transportation and other forms of active transportation. The nexus between land use and transportation mobility is paramount. The Project will recommend prospective development scenarios of key parcels or catalytic projects that can be analyzed in greater detail in terms of the physical form and project economics. In terms of financial feasibility and marketability, the Project shall also include:

- A comprehensive financial feasibility analysis;
- A prototypical proforma analysis of no fewer than five distinct projects; and
- A phased implementation strategy, if necessary, to enhance the marketability and maximize community benefits.

The Project should streamline the development process by providing objective development/design standards that are vetted through financial analysis and typical prototypical proformas. The Project will facilitate the development process by presenting the community's vision for the Plan Area, reducing developer risk and permitting time, and lowering construction costs with the pre-planned public infrastructure. The physical form of the Plan Area will be a noticeable departure from the historical suburban landscape of one- and two-story buildings with segregated land use patterns. The Plan Area will exhibit

a more compact, dense, and walkable district wherein residents have viable alternative active transportation options.

The City will manage and administer the project according to the Caltrans Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the City. Many of the tasks below are included in the City's Scope of Work approved by Caltrans, a copy of which is included as Attachment D.

The City encourages Proposers to recommend refinements or innovative approaches to how this scope of services can be better fulfilled to increase efficiency and effectiveness. The City and stakeholders alike have high ambitions for this pivotal project and welcome creative, visionary proposals to help maximize its success.

Task 1: Project Administration

The Consultant shall develop a timeline and milestones for the project that align with the City's budget. Each phase of the project must be planned with an awareness of the financial limitations, ensuring that all deliverables, public outreach efforts, and meetings are completed within the allocated funds.

The Consultant shall conduct a kick-off meeting with City staff to refine the project scope, timeline, and deliverables. The Consultant shall prepare an action plan with phases of work and a schedule to accomplish the action plan that identifies minor milestones, including regular meeting dates with staff and work product review deadlines, and major milestones, including a public outreach program. The action plan will outline regular progress check-ins with City staff and involve input from various departments, as needed, to ensure all relevant stakeholders are aligned throughout the process.

The Consultant and City staff shall participate in reoccurring meetings, as needed, for up to one hour each to review and discuss deliverables, provide status updates on the study area, and refine specialized aspects of the Specific Plan. Meetings may be in person or via conference call, as appropriate.

The Consultant shall submit monthly invoicing in a timely manner.

During the course of the project, the City will conduct quarterly meetings, as needed, with the Consultant and Caltrans to monitor the project's progress, review completed and upcoming tasks, and address any challenges. These meetings will provide the opportunity for staff to discuss obstacles and conduct problem-solving to ensure that the project stays on schedule and within the framework of the grant budget.

Minimum Required Deliverables:

- Kick-off meeting
- Action plan
- Project schedule

- Meeting agendas and action minutes
- Monthly invoices

Task 2: Existing Conditions Analysis

The Consultant shall conduct a survey of existing conditions and present findings in an Existing Conditions Report. The Consultant shall review existing City documents that may inform the preparation of the report (Active Transportation Plan, 2040 General Plan- in particular, Housing, Circulation, Land Use, Economic Development, and Environmental Justice Elements, Annual Housing Progress Reports, Public Infrastructure plans, etc.). The Consultant shall also meet with City staff and local agencies familiar with socioeconomic conditions within the community; review staff reports of projects and programs affecting properties within the Plan Area; review public infrastructure plans and reports concerning service delivery problems; public safety records (vehicular accidents and crime statistics), traffic studies, and special studies and reports (engineering, market demand, traffic, Phase I and II ESAs, etc.) related to past and current development projects.

Minimum Required Deliverables:

- Existing Conditions Report

Task 3: Community Engagement

Developing an effective Community Engagement Strategy or Plan is the first step that the Consultant will complete with City staff input. The Consultant shall adhere to the following three key elements: i) To inform the community with objective information so they can learn and stay informed about the project; ii) To consult the community to obtain valuable feedback on specific project decisions and analysis; and iii) To involve and work directly with the community to ensure that their concerns and feedback are understood and considered throughout the project. The Community Engagement Strategy shall identify the “who, what, where, when, and how.”

The strategy will address residents and businesses located within and adjacent to the Plan Area as well as the wider community. The Consultant will ensure that outreach to hard-to-reach segments of our community includes the following: meeting with our elderly residents at senior housing sites and senior community centers; engaging with our youth and school districts, including principals and teachers; connecting with lower-income residents at food banks, neighborhood gathering spots, and community centers; and engaging with transit riders at bus stops. The Consultant shall prepare social media posts and a dedicated city webpage as a central repository of project information. City staff will gather email lists from city departments of residents who wish to be informed of city projects. Printed articles in the quarterly community newsletter, the local paper, and colorful graphics for posters will be used. Bilingual translation and interpretation services will be available for printed materials and community meetings.

The Consultant will also engage with utility companies, businesses, developers, and brokers who are familiar with mixed-use and residential projects. Within this group, special attention will be given to affordable housing providers and ancillary services (e.g. social and supportive services) to better design an inclusive and holistic program. The Project will also seek consultation and engagement from local and regional transportation and planning agencies, such as Caltrans, Metro, SCAG, Gateway Cities COG, and utility companies. Discussions may focus on development opportunity areas that may require or influence future service delivery options.

For this Project, the City anticipates conducting approximately two community-wide workshops, five focus group meetings, ten private stakeholder meetings, and numerous meetings with city staff. Meetings should not be held at City Hall but rather in locations that community stakeholders are comfortable and familiar with. An Advisory Committee will also be established to facilitate project review and implementation. The Advisory Committee may be comprised of eleven individuals representing a cross section of the community and may meet up to seven times during the course of the Project. Both print and digital mediums will be used for social media, the City's website, emails, and community newsletters. Online surveys, printed questionnaires, and informational FAQ sheets will be distributed at senior housing sites, and public counters to maintain effective and continuous communication.

The community engagement process will start one month after project initiation and continue through project completion. Throughout the entire process, the community must be informed, consulted, and involved in the project. To minimize confusion and misunderstanding, periodic updates will also be presented at public meetings, such as the City Council and Planning Commission meetings, as well as public service announcements through newsletter articles, and short videos posted on the website.

Minimum Required Deliverables:

- Community Engagement Strategy (Report)
- Community engagement materials (e.g., PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings)
- Facilitation of two (2) community-wide workshops (with translated materials and interpretation services in Spanish)
- Advisory Committee Meeting facilitation and materials for up to seven (7) meetings (agendas, presentations, meeting notes, list of attendees, list of action items)
- Up to five (5) focus group meetings
- Up to ten (10) private stakeholder meetings
- Community Meeting Summary Memoranda
- Supplemental meetings with City staff

Task 4: Development of Land Use Alternatives

Following initial meetings and outreach, the Consultant will develop an opportunity sites analysis and land use alternatives to accommodate potential residential, commercial, and office development in the TCTCSP area. The opportunity sites analysis will highlight larger-scale development opportunities within the TCTCSP area while the alternative scenario analysis will complement the opportunity site analysis to support enhanced vibrancy, housing density, and economic activity in the TCTCSP area.

Land uses should be thoughtfully and strategically placed to maximize community connectivity and create synergy between residents and businesses. The alternatives should consider findings from previous analyses, community outreach, and Staff feedback.

Each alternative must address:

1. Alternatives to support the character of a new, vibrant downtown area with variety of retail and commercial uses, including considerations for sidewalk width, public amenities/furniture and street parking.
2. A mix of housing units that aligns with the City's Housing Element, analyzing the effects of increased building height, density, and parking demand within the TCTCSP.
3. Distribution and evaluation of proposed new uses, including residential units by type, non-residential square footage by type, and projected jobs generation.

The findings of the study must be summarized in a technical memorandum. The Consultant will prepare a comprehensive report with associated maps, describing and analyzing the land use alternatives to quantify development potential in terms of housing units, non-residential floor area, population and employment. Projected population and jobs numbers for each alternative must be included. The report and maps should be assembled such that each alternative is easy to understand and compare with the other.

Upon completing the report, the Consultant will present the alternatives to Staff for review and feedback. Following this meeting, the Consultant will conduct a community meeting to solicit comments and feedback from community members regarding their preferences and vision. This may result in a clear preference for one alternative or the development of a hybrid concept that combines components of each alternative.

Minimum Required Deliverables:

- Alternative land use plan visuals, including sketches and elevations
- Alternative land use plan report, including quantified development build-out potentials
- Meeting attendance, including sessions with Staff, Planning Commission, City Council, and relevant stakeholders

Task 5: Market Demand Analysis

The Consultant will prepare a market demand analysis to assess future market conditions for residential, retail, and office development in the Plan Area, taking current conditions and long-range potential into consideration.

The market demand analysis will assess the future potential for housing of various types and at increased densities, at all levels of affordability, and the viability of incorporating specific commercial uses, such as neighborhood serving retail, office spaces, mixed use developments, and hospitality businesses, based on market demand and feasibility. In terms of financial feasibility and marketability, the Project shall also include detailed financial feasibility analysis and prototypical proforma analysis of no fewer than five (5) identified opportunity sites.

Minimum Required Deliverables:

- Market demand analysis report for residential, retail, and office
- Proforma analysis for financial and market-viable developments of at least five (5) identified opportunity sites, considering factors such as land costs, construction expenses, market demand projected revenues, and regulatory constraints.

Task 6: Preferred Land Use Alternative

Based on input received at Community/Commission/Council meetings, as well as input received from other methods of community outreach, the Consultant, in consultation with Staff, will develop a preferred land use alternative which will serve as a basis for the draft TCTCSP. The preferred alternative will be presented to Staff and the Planning Commission/City Council for review and feedback. The community will also be asked to respond to the preferred Plan. Feedback from these stakeholders will be used to refine the alternative and develop the draft TCTCSP.

Suggested Deliverables:

- Preferred land use plan visuals, including sketches and elevations
- Potential Phased Development and Implementation Plan
- Preferred land use plan report, including quantified development potentials
- Meeting attendance – meeting(s) with Staff, Planning Commission, City Council, and relevant stakeholders

Task 7: Infrastructure Development and Service Plan

The Consultant must prepare an Infrastructure Development and Services Plan and Budget to determine, at a preliminary level, the infrastructure needed to support uses and improvements identified in the preferred alternative. The analysis must identify infrastructure conditions and improvements needed to support the Plan in terms of water,

wastewater, storm drainage, electricity, gas, cable, telephone service, internet/fiber, transportation (public transit, vehicular, pedestrian, and cycling traffic), greenways, and parks. Working in collaboration with Public Works Staff, Consultants will:

1. Analyze and summarize both existing and needed service capacities
2. Assess the services envisioned in the Plan Area and those that would be required to meet the preferred alternative
3. Provide detailed descriptions of needed public improvements, including street improvements to meet City standards, upsizing of water and wastewater mains and storm drains, undergrounding utilities, and associated development costs
4. Provide comprehensive descriptions of needed improvements associated with private utilities, such as natural gas, electric, phone, cable, and internet connectivity
5. Provide comprehensive descriptions of any changes required to public services and facilities
6. Provide detailed cost estimates and phasing recommendations for needed improvements and service systems within the Plan Area

Minimum Required Deliverables:

- Public Infrastructure Improvement Plans and Budget

Task 8: Draft and Final Specific Plan

The Consultant shall prepare two (2) drafts and one (1) final administrative public review draft. Additional changes may be required at each successive public hearing with the Planning Commission and City Council. A final Specific Plan will be prepared following the adoption of the Specific Plan. The Consultant is anticipated to include the following elements in the new TCTCSP. The requirements listed below may be satisfied with a variety of proposed chapter outlines for the Specific Plan.

Proposed development regulations for the TCTCSP area shall be consistent with and complement existing regulatory documents in the City of Santa Fe Springs. The TCTCSP shall reference existing objective development standards for mixed-use districts and create new objective design standards and design guidelines for the Plan Area.

1. Vision Statement and Guiding Principles
2. Preliminary Policies
3. Land Use Intensity Alternatives and Corresponding Development Standards
4. Objective Design Standards and Design Guidelines
5. Prototypical Mixed-Use and High-Density Residential Project Proformas
6. Public Infrastructure Upgrades
7. Financial Sustainability Strategy Plan
8. Implementation Plan and Financing Strategy

Minimum Required Deliverables:

- Two (2) Drafts of the Specific Plan

- Administrative Draft for Public Review
- Final Plan that includes a summary of next steps towards implementation and credits FHWA, FTA, and/or Caltrans on the cover or title page (City to submit to Caltrans in an ADA accessible electronic copy)

Task 9: Zoning Code Updates

The City is currently undertaking a Comprehensive Zoning Code Update. It is essential that both projects are coordinated to ensure consistency between the Zoning Code and the Specific Plan. The consultant will be expected to work closely with the team handling the Comprehensive Zoning Code Update to avoid conflicting provisions and ensure cohesive land use regulations.

Task 10: CEQA Compliance

The Consultant shall prepare environmental documentation based on the Consultant's recommendations for the best way to ensure compliance with the CEQA Statute and Guidelines. The City of Santa Fe Springs is open to different strategies to fulfill this requirement. The Consultant's proposed approach should allow streamlined environmental review of future projects pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines.

The EIR for the 2040 General Plan can be found at this link: https://www.santafesprings.org/departments/planning_and_development_department/planning/environmental_documents.php

Technical studies may include traffic impact analysis, parking studies, air quality technical analysis (up to three CalEEMod runs), GHG emissions (up to two energy consumption spreadsheets but does not include Climate Action Plan), Noise and Vibration Technical Analysis (up to two short-term and two long-term monitoring locations), and more.

Task 11: Presentation and Adoption of Specific Plan and Environmental Document

The Consultant shall prepare and present materials, PowerPoint, etc. at meetings with the Planning Commission and City Council. These meetings are in the form of Study Sessions and Public Hearings. The Consultant shall attend up to six meetings. The Consultant will prepare staff reports, resolutions, and ordinances for the meetings.

Minimum Required Deliverables:

- Meeting attendance (up to six)
- Staff reports, resolutions, and ordinances
- Meeting presentation materials

V. Proposal Submittal

Responses to this solicitation must be submitted electronically:

Please *see* ***Section VII – Proposal Content and Format*** for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Proposers planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

VI. Proposal Content and Format

Proposal Content
Proposers shall prepare a compelling, clear, and concise proposal. The City is requesting proposals which contain, at a minimum, the following information:

A. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Proposer's availability to dedicate time, personnel, and resources to this effort. Indicate the address and telephone number of the Proposer's office located nearest to Santa Fe Springs, and the office from which the project will be managed. The letter of interest must include a commitment to the availability of the Proposer and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project. If applicable, include the proposed working relationship with any subcontractors. An individual authorized to bind the Contractor must sign the letter.

B. **Project Understanding and Summary** - Please include a statement demonstrating your understanding of the City, the work to be done, and the objectives to be accomplished. Describe your general approach to completing the project successfully, and the methodologies and technologies you would employ. Describe what information you would expect the City to supply.

C. **Proposed Statement of Work** - Please provide a proposed Statement of Work that will be used to fulfill each requirement listed in the Scope of Work of this RFP. Include key deliverables, milestones, and tasks. Explain what the respective roles of City staff and Proposer staff would be to complete the tasks specified in the Scope of Work. Discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work.

D. **Detailed Project Schedule:** Provide a realistic and detailed project schedule identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

E. **Relevant Experience & Key Personnel** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the Proposer should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the Proposer has performed similar services of similar size, scope, and complexity. Identify key personnel who would be assigned to provide the services described in the Proposal, and the functions to be performed by each. Resumes may also be included in this section.

   Using **Attachment A – References**, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

F. **Conflict of Interest Statement** – The Proposer shall disclose any financial, business, or other relationship with the City that may impact the selection process. If the Proposer has no such conflicts, a statement declaring such should be included in their submission.

G. **Cost Proposal** – Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request and identified in the Line-Item list (See “Line-Item” tab in PlanetBids).

   The total all-inclusive maximum not-to-exceed price should contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should include all meetings, conference calls, site visits, and deliverables. It should also include a list of anticipated reimbursable expenses with rates charged for each.

   Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates, the number of hours anticipated for each staff level, and out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should be directly related to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful Proposer to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, resulting from this engagement, then such additional work shall be performed only if outlined in an addendum to the contract between the City and the Proposer. Unless otherwise noted in the proposal, any such additional work would be performed at the same rates submitted in the dollar cost bid.

Proposal Format
To facilitate the evaluation process, all responses must adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. The thirty (30) page requirement does not include a cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

A. Title Page showing the request for proposals subject; the Proposer's name; the name, address, e-mail, and telephone number of the contact person; and the date of the proposal.

B. Table of Contents identifying the items/section listed in the “Proposal Content” section of this RFP.

C. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

VII. Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

1. **Experience of Proposer and Project Personnel (40 points)**
   - Experience, resources, and qualifications of the Proposer and assigned individuals to perform tasks identified in the scope of work.

- Good reference checks from primary and/or secondary sources.

2. **Proposed Approach & Work Plan (30 points)**
   - Proposer has a clearly defined approach, strategy, and execution plan.
   - The timeline meets the City's requirements.
   - Proposal clearly defines what is required from the City.

3. **Proposed fees for items/services (20 points)**
   - Proposed fees are reasonable.

4. **Responsiveness to RFP (10 points)**
   - Compliance with the required format.
   - Offered new/innovative services, suggestions.

City Staff will present to the City Council the ratings assigned to each proposal by the evaluation committee, together with Staff's recommendations. The City Council exercises discretion and judgment in its award of a contract, which is a legislative act, and shall in no way be bound to follow the evaluation committee's ratings or Staff's recommendations.

Interviews
If necessary, the City may require top-rated proposers to participate in an interview. The City will e-mail proposers selected for the interview to schedule a date and time.

VIII. Proposal Protests

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening. When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the City's Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Lana Dich
City of Santa Fe Springs
Attn: Finance Department
11710 Telegraph Road
Santa Fe Springs, CA 90670

Or

E-mail:
lanadich@santafesprings.org

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) business days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the award. The City will grant the protesting party a fair review and shall have up to ten (10) business days to review the protest and render its decision.

IX. Execution of Agreement

The resulting agreement (see attached sample Attachment B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided

herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Proposer decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

X. Insurance Requirements

Any Consultant conducting services for the City of Santa Fe Springs must obtain and maintain insurance at their own expense. Insurance must be held until completion of services and formal acceptance by the City. The following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESL):

A. **Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
If requested, the "City of Santa Fe Springs, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Consultant must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim. Architects' and engineers' coverage shall be endorsed to include contractual liability.

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

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

E. **Cyber Liability Insurance (if applicable)**

With limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. **Technology Professional Liability Errors & Omissions (if applicable)**

Coverage must be appropriate to Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Consultant. If not covered under Consultant’s liability policy, such “property” coverage of City may be endorsed onto Consultant’s Cyber Liability Policy as covered property.

Required insurance documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Attn: Risk Management

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

1. **Additional insured endorsements to the general liability and auto liability insurance policies.** The "City of Santa Fe Springs, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

3. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

C. Waiver and Modifications of the Insurance Requirements
The City has the authority to modify these insurance requirements at any time at its discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project, may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority or an authorized designee's discretion.

XI. Business License Requirements

Consultants that conduct business within city limits may be required to obtain City of Santa Fe Springs business license if selected. The business license must be acquired before commencing any work. Additional information regarding the City's Business License program may be obtained by visiting the City's website at: https://www.santafesprings.org/business/opening_a_business/new_application.php
Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

XII. Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically.
- Unnecessary/duplicative purchases are not permitted.
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited.
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest.
- Procurement transactions must be conducted in a manner providing full and open competition.
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible.
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A.
- Purchases of goods and services must include documentation detailing the procurement history.

XIII. Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

XIV. Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

E. **Age:** The Consultant will only hire individuals who are of legal age to work.

XV. Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

XVI. Use of Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under their control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be 18 and be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the primary's insurance.

XVII. Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

XVIII. Disclosure of Information

A. The Consultant agrees that it will not, during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

IX. Ex-Parte Communications

Consultants and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

XX. General Rights of the City

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
    1. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
    2. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    3. The Proposer failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Make multiple awards;

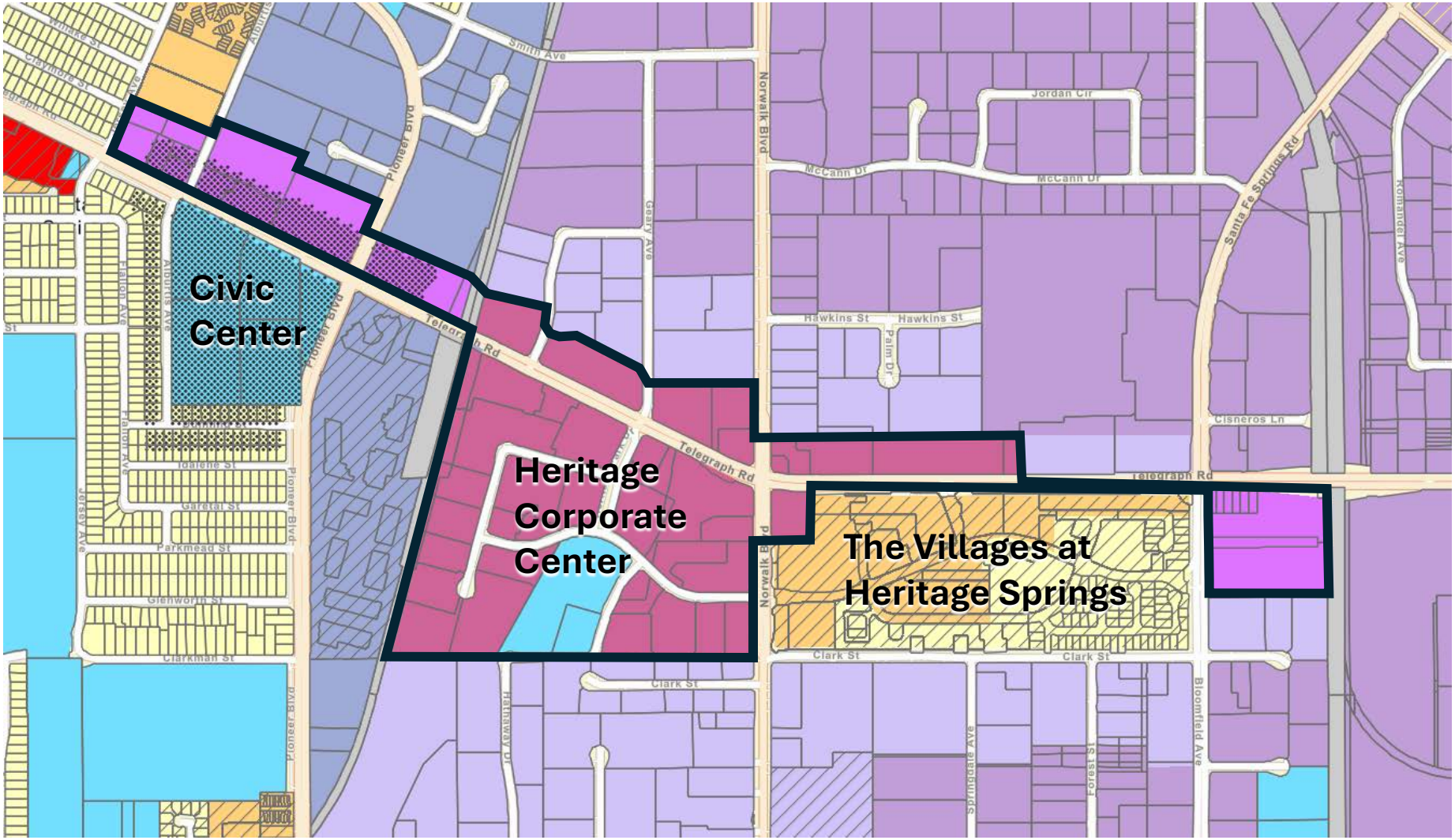
E. Cancel the entire RFP;

F. Issue subsequent RFPs; or

G. Waive any errors or informalities in any proposal to the extent law permits

PLEASE REVIEW
Attachment A – References
Attachment B – Sample PSA
Attachment C – Map of Specific Plan Area
Attachment D – Caltrans Approved Scope of Work

Attachment B: Specific Plan Area Map



Specific Plan Boundaries

MU: Mixed-Use Zone

MU-DT: Mixed-Use - Downtown Zone

ITEM # 11

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: Lana Dich, Director of Finance

SUBJECT: **AUTHORIZE BID AWARD FOR AS-NEEDED ITEMS FOR IRRIGATION SYSTEMS MAINTENANCE AND REPAIRS**

DATE: April 1, 2025

RECOMMENDATIONS

It is recommended that the City Council:

1) Authorize awarding an annual blanket purchase order to SiteOne Landscape Supply, LLC (SiteOne) in the not-to-exceed amount of $80,000 per fiscal year through June 30, 2027; and

2) Authorize the City Manager to take any further necessary actions regarding this matter.

FISCAL IMPACT

Related expenditure funds will be primarily budgeted annually within the allocation for Public Works—Maintenance Services in Landscape Maintenance (10432003). Purchase orders will be issued as needed, and funds will not be encumbered until a specific need arises. This will remain in effect through June 30, 2027

BACKGROUND

The Department of Public Works - Maintenance manages and maintains the City's irrigation system. Maintenance includes routine inspections, repairs, and replacements of irrigation parts located at City-operated facilities. For this reason, it is imperative to have negotiated contracts with suppliers that can provide the items when needed.

DISCUSSION

A competitive bid was released to ensure that the City has access to the items required to maintain irrigation systems throughout the City. In December 2024, the City issued the

bid (RFQ No. 25-4) for Irrigation Systems Maintenance and Repair Supplies. The bid was posted via PlanetBids on December 3, 2024. In addition to posting on the City's PlanetBids site, the notice was advertised in local newspapers and other electronic sources. Initially, 133 prospective bidders were notified and 22 prospective bidders registered to receive correspondence related to the bid.

Prospective bidders were provided details regarding a comprehensive list of required items. The list identified approximately 95 commonly used items, including valves, valve boxes, sprinkler heads, nozzles, pipes, and miscellaneous hardware. The bid closed on Thursday, January 21, 2025. The following is a list of the bidders that responded:

SiteOne Landscape Supply (Santa Clarita, CA)

Although SiteOne was the only responsive bidder, they provided a comprehensive list of the required items at prices well below the MSRP. Furthermore, the City has previously purchased items from SiteOne. They adequately provide items promptly. For this reason, the City recommends awarding them a not-to-exceed purchase order for items.

Upon awarding the agreement, the City's Procurement Division will work directly with the contractor to ensure delivery as needed.

SUMMARY/NEXT STEPS

Staff recommends awarding a multi-year purchase order to SiteOne irrigation system maintenance and repair supplies. SiteOne was the only responsive bidder to the related bid issued by the City. If approved, staff will issue annual blanket purchase order authorizations in an amount that shall not exceed $80,000 annually.

ATTACHMENTS

A. RFQ 25 – 4 Irrigation System Maintenance and Repair Supplies
B. Bid Response – SiteOne

ITEM STATUS:

APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

REQUEST FOR QUOTES

RFQ 25-4

Irrigation System Maintenance and Repair Supplies

Issue Date:	**Thursday, December 5, 2024**
Questions Due Date:	**Tuesday, January 7, 2025, at 2 pm Pacific**
Proposal Due Date:	**Tuesday, January 21, 2025, at 2 pm Pacific**

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I. Introduction

The City of Santa Fe Springs (“City”) Department of Public Works is seeking vendors to provide irrigation parts and materials to perform maintenance and/or install irrigation infrastructure at various city-operated locations. Products will be ordered primarily on an as-needed basis to replenish the City's inventory to an acceptable level throughout the contract term. All items must be provided in accordance with the specifications and terms and conditions identified in this Request for Quotes (RFQ).

The City hopes to establish a minimum two (2) year purchase order/agreement with possible extension options through this solicitation process. The City may select multiple vendors to ensure the availability and timely delivery of items when needed.

II. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast segment of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority. The City's vision statement affirms, "The City of Santa Fe Springs is a great place to live, work, and play." The mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

III. Schedule/Timeline

- Release Solicitation — Thursday, December 5, 2024
- Online Q&A Deadline — Tuesday, January 7, 2025, 2 pm Pacific
- Deadline to Submit Responses — Tuesday, January 21, 2025, at 2 pm Pacific
- City Review of Submissions — Late January 2025
- Interviews — TBD (If Necessary)
- Notifications to Vendors — Early/Mid-February 2025

- Award Mid-February 2025

IV. Scope of Work/Specifications

The City is seeking bids from qualified vendors to furnish and deliver miscellaneous irrigation parts and supplies to the Department of Public Works—Maintenance Section on an as-needed basis. For a list of the required items, please visit the City's PlanetBids Portal and click on the "Line Items" tab.

The Line Item list is limited to the City's commonly used items. The City may require related items that are not listed.

The City primarily maintains the existing infrastructure using items manufactured by Hunter, Rain Bird, Spears, and National Diversified Sales (NDS). Where noted, the City requests the exact manufacturer and model requested. Substitute items will be accepted for some items marked "equivalent." Please refer to the Line Item list for items that may be substituted.

Vendors submitting substitute items should provide the manufacturers name and model, along with any product information available from the manufacturer as part of their bid submission. The City will make the final determination on whether or not the substitute item is acceptable.

Please note that the City makes no commitment to any specific quantities during the agreement's term; actual quantities may vary depending on local needs. Quantities shown in the Line Items (PlanetBids) are annual estimates used to evaluate bid results.

Vendors providing all items are preferred; however, the City will accept partial responses from vendors who can only list some items.

Delivery

All items must be packaged safely for transport to ensure a damage-free arrival. Items delivered damaged or with apparent defects will not be accepted or returned.

Unless otherwise requested, all items will be delivered to:

City of Santa Fe Springs
Municipal Services Yard
12636 Emmens Way
Santa Fe Springs, CA 90670

Deliveries must occur during normal City Warehouse operating hours, Monday through Thursday, 5:30 a.m.–3:30 p.m., excluding City–observed holidays. Upon delivery, the City will have a representative on hand to inspect the items.

Warranty
All items must carry a manufacturer's warranty, which begins when the City installs the item. The vendor is required to handle all warranty-related issues.

Price Changes/Adjustments
Any price changes after the initial twelve (12) month period must be negotiated with the City, but they shall not exceed the most recent available Los Angeles—Long Beach—Anaheim, CA Consumer Price Index (CPI) for all urban consumers. If prices increase beyond the CPI, the bidder must provide verifiable evidence from the product manufacturer to support a requested increase. It will be at the sole discretion of the City to accept or reject such an increase.

V. Qualifications/Requirements

- Authorized dealer of Hunter, Rain Bird, Spears, and NDS Products.
- Able to perform deliveries to the City's Municipal Services Yard Warehouse.

VI. Instructions to Bidders

Interested vendors should submit a complete bid for the items/services they can provide to the City. When preparing your submittal, please reference the list below to ensure all items have been included. All submissions must consist of the following:

A. Cover/Introductory Letter that includes the following:

- Business name
- Address
- Contact Person Name/Title
- E-mail Address
- Phone Number
- Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)

B. Cost Proposal (Please use the Line-Item Tab in PlanetBids to submit your pricing for the requested items. Supplemental attachments that provide additional information are acceptable)

C. References (See Attachment A)

D. Non-Collusion Affidavit (See Attachment B)

VII. Process for Submitting Bids

All bids must be submitted electronically via PlanetBids. Submissions must be received by Tuesday, January 21, 2025, at 2 pm Pacific. Submissions will not be accepted after this deadline. Faxed, mailed, or e-mailed submissions will not be accepted.

To access the City's PlanetBids website, please visit:

https://vendors.planetbids.com/portal/65093/portal-home

Prospective bidders must register with PlanetBids before being able to view or submit a response.

VIII. Inquiries/Questions

Inquiries/questions regarding this solicitation must be submitted via PlanetBids by Tuesday, January 7, 2025, at 2pm Pacific.

IX. Submission Criteria

The City may contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of submission; and seek and review any other information deemed pertinent to the evaluation process.

After submissions have been reviewed, discussions with prospective firms may or may not be required. An electronic notice may be sent to the vendors selected. The award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully and expeditiously, the City may negotiate with another bidder or withdraw the solicitation.

X. Prevailing Wages (If Applicable)

Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this agreement.

Department of Industrial Relations (DIR) Registration Requirements:

> No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.l(a)].
>
> No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.
>
> This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined

in Labor Code section 1777.5, and elsewhere, which are fully incorporated herein by this reference.

XI. Wage Rates for State-funded Projects/Contracts (if Applicable)

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations home page under www.dir.ca.gov/dlsr/ .

XII. Standard Terms and Conditions

A. Specifications and Qualifications: Bidders shall carefully review all specifications, drawings, scopes of work, and any other bid requirements, including but not limited to insurance, bonding, licensing, references, affidavits, certifications, etc. that may be called for in the bid documents, to ensure qualifications and submission of a responsive bid or proposal. All requirements specified in the bid documents will be made a part of any contract with the successful bidder.

B. Questions: Any questions concerning this bid request are to be directed in writing to the City's Procurement Manager or the person named in the bid documents, electronically, by the date indicated in the bid. In the event no specific date is indicated, questions are due no later than seven (7) calendar days prior to the scheduled bid submittal date. Attempts to obtain information from other City employees or representatives during the bid cycle may disqualify a bidder. Answers to such inquiries, as well as any revision, deletion, or addition to the bid, will be posted on the City's PlanetBids website. Bidders should check the website for any addendums prior to submitting their bid.

C. Price Errors/Discrepancies: In the event of discrepancies between totals, unit price extensions and summaries of totals, the unit price correctly extended will control.

D. Single or Multiple Awards: If more than one item appears on the bid proposal form and no statement to the contrary is set forth therein, the City reserves the right to:

1. Make multiple awards based upon prices submitted; or
2. Make one award based upon the total price of all items.

E. Open Competition: The City encourages all qualified business firms to submit proposals. The Department of Finance will assist by providing detailed instructions, procurement policies, and other relevant information upon request to any potential bidder seeking assistance.

F. Federally Funded Purchases: For projects designated as federally funded, the successful bidder will be required to certify prior to award that it has a written affirmative action program and complies with all federal, state, and local laws and regulations pertaining to affirmative action and non-discrimination.

Vendor/contractor must also certify that they have not been disbarred and comply with any additional Federal regulations that may be indicated within the specific bid documents. When this provision is applicable to the bid, this certification shall be made on the bid form that will be provided with the bid documents.

G. New Materials: Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.

H. Alternates/Substitutions: When bidding an item believed to be equal to that specified where equals are called for, sufficient supporting data to enable the City to determine whether the proposed item is equal must accompany your bid. Vendors should refer to the specification pages to determine if alternate products or specifications will be considered, and to determine any pre-qualification requirements that may be applicable.

I. Exceptions: Exceptions to the City's specifications, terms, or conditions taken at time of, or after bid submittal, may render the bid non-responsive and result in disqualification. Vendors wishing to request such exceptions are requested to notify the City of such a request prior to the bid due date, to allow for consideration and notification of acceptance or rejection of such request.

J. Lowest Responsive, Responsible Bidder: It is understood that, except as may be otherwise expressly provided in the bid documents, the award will be made to the lowest responsive, responsible bidder where the bids are for identical items or supplies, subject to the right to reject any and all bids. When bids call for articles or supplies that are similar but of different brand or make, the City may accept the bid of the bidder who submits the article or supply which, in the City's judgment, is deemed best for the City although it may not be the lowest bid.

K. Sales Tax/Taxes: The City’s sales tax rate is 10.25%. When submitting their response, bidders should submit their bid prices <u>without</u> including sales taxes. The City is exempt from Federal Excise tax.

L. Informality or Irregularity: The City reserves the right to waive any informality or irregularity in a bid when it is to the advantage and best interest of the City to do

so. It is further understood that if the bidder to whom any award is made fails to enter into an agreement in a timely manner, award may be made to the next lowest responsible bidder who shall be bound to perform as if he had received the award in the first instance.

M. Discounts/Rebates: All discounts or proposed rebates must be incorporated as reductions in the bid prices and not shown separately. The price as shown in the unit price and its extension shall be the price used in determining award.

N. Payment Terms: The City's standard payment terms are net 30 days. Payment will be made within thirty days of acceptance of goods or services and receipt of invoice, whichever occurs last. Discount payment terms may be offered; however, they will not be considered in determining lowest responsive bid award.

O. Non-Collusion: By submitting a bid, bidder certifies they have not divulged, discussed or compared their bid with other bidders, nor colluded with any other bidder or parties to the request for bid.

P. Applicable Laws: All applicable laws and regulations of the State of California, County of Los Angeles, and City of Santa Fe Springs will apply to any resulting agreement, contract, or purchase order. Bidders are responsible to comply with all Federal, State and local rules, regulations and requirements applicable to their provision of the items and/or services to the City.

Q. Patents, Royalties and License Fees: Should any articles being bid be protected by patent, copyright, royalties and/or license fees, the successful bidder shall include any such royalties or license fees in their bid price, and defend all suits or claims for infringement of any patent right against the City. Successful bidder shall hold the City of Santa Fe Springs harmless from any loss on account thereof and cost and attorney's fees incurred, therefore.

R. Quality Guaranty: All items furnished shall be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the City. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards represented by the supplier, the City shall reject same. Supplier will refund money which has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a warranty of at least twelve (12) months on workmanship, parts, and labor.

S. Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City (including its officers and employees) from and against any and all claims of any kind or nature presented against the City arising out of vendor's (including vendor's employees, representatives, products and subcontractors) performance under any purchase order or

agreement resulting from this bid, excepting only such claims, costs or liability which may arise out of the sole negligence of the City.

T. Bonding and Insurance Requirements: Some purchases may require bonding and/or insurance. Specific requirements will be stated in the applicable bid documents. In the event bonding is required, bonds shall be submitted in a form acceptable to the City. When work will be performed on City property, the City's standard insurance requirements (shown below) will apply, unless otherwise indicated in the bid specifications.

Commercial General Liability	**$2,000,000**
Business Automobile Liability	**$1,000,000**
Professional Liability or Errors and Omissions	**$2,000,000**
Workers' Compensation and Employer's Liability	**$1,000,000**
Cyber Liability Insurance	**$1,000,000**
Tech. Professional Liability Errors & Omissions	**$2,000,000**

City of Santa Fe Springs to be named as an Additional Insured. In addition, coverage shall be primary non-contributory. All policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation. Insurance policies to be in a form and written through companies acceptable to the City.

Vendors/contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

U. Addenda: Any changes, deletions, or additions to this bid solicitation will be made by addendum numbered sequentially and posted via PlanetBids.

V. Right to Reject: The City of Santa Fe Springs reserves the right to accept or reject any/all bids.

W. Extension to Other Public Agencies: The awarded vendor(s), at their discretion, offer the prices, terms, and conditions of this bid may be extended to governmental agencies with the mutual agreement of both the entity and vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the vendor. The City will not be held responsible for any dispute that arise as a result of such an agreement.

Please review:

Attachment A – References
Attachment B – Non-Collusion Affidavit

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RFQ 25 – 4
IRRIGATION SYSTEM MAINTENANCE AND REPAIR SUPPLIES
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact_____

Telephone Number of Contact_____

Email of Contact _____

Project Title_____

Date of Project_____

Entity Name _____

Entity Address _____

Name of Contact_____

Telephone Number of Contact_____

Email of Contact _____

Project Title_____

Date of Project_____

Entity Name _____

Entity Address _____

Name of Contact_____

Telephone Number of Contact_____

Email of Contact _____

Project Title_____

Date of Project_____

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RFQ 25 – 4
IRRIGATION SYSTEM MAINTENANCE AND REPAIR SUPPLIES
ATTACHMENT B – Non-Collusion Affidavit
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

NON-COLLUSION AFFIDAVIT

PLEASE SUBMIT THIS NONCOLLUSION DECLARATION WITH YOUR BID DOCUMENTS/PROPOSAL

The undersigned declares:
I, _____ [your name], am a representative of _____ [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], a _____[city], _____[state].

Bidder's Name (Printed):_____

Bidder's Entity Name:_____

Bidder's Signature:_____

Bidder's Title:_____

Notice Inviting Bids
City of Santa Fe Springs
Request for Quotes No. 25-4
Irrigation System Maintenance and Repair Supplies

The City of Santa Fe Springs invites bids from qualified vendors to provide irrigation system maintenance and repair supplies, and other related items in accordance to the terms and conditions of Request for Quotes (RFQ) No. 25-4.

To view the complete proposal package and associated documents, visit https://pbsystem.planetbids.com/portal/65093/portal-home and click “Bid Opportunities” or https://vendors.planetbids.com/portal/65093/bo/bo-detail/124392 to access the project directly. You can also visit the City's website and find the link above on the "Bids & Proposals" webpage.

Questions/inquiries regarding this opportunity must be submitted via the PlanetBids Portal by **Tuesday, January 7, 2025, at 2:00 p.m. Pacific**. The City will not respond to any questions/inquiries submitted after this deadline.

Please review all related documents in their entirety before submitting a response. Responses must be submitted electronically via the City’s PlanetBids Portal by **Tuesday, January 21, 2025, at 2:00 p.m. Pacific**. Any proposals received after this deadline will be deemed non-responsive, and the City reserves the right to reject them.

Responses to this request will be evaluated to determine the most qualified and responsive vendors. Responses must adhere to the format and content described in the RFQ. Responses will not be evaluated unless all parts requested are submitted in a complete package.

Bids Department
1385 East 36th St.
Cleveland, OH 44114
(P) 216-706-9250 ext 2
(F) 248-581-1433
(E) bids@SiteOne.com

To Whom It May Concern:

SiteOne Landscape Supply is the nation's largest supplier of wholesale irrigation, outdoor lighting, nursery, landscape supplies, fertilizers, turf protection products, grass seed, turf care equipment, and golf course accessories for green industry professionals in the United States and Canada. We also supply Ice Melt, Rock Salt, Seed, Sod, Bulbs, Mulch, Soil Conditioners, Athletic Paint, Erosion Control materials, Nursery Stock/Products, Pavers/Hardscapes, turf marking paint and application equipment, athletic field conditioners, artificial turf sanitizers, drainage supplies, Landscaping tools, LEED & 'Green' landscape products.

Comprised of several companies from its inception, and formerly John Deere Landscapes, SiteOne Landscape Supply currently has over 600 branches throughout North America. In addition to a vast array of product lines, SiteOne Landscape Supply also has a team of over 500 dedicated fulltime sales professionals in addition to our local staff at each branch with unsurpassed knowledge and expertise. We can meet almost any need and strive every day to exceed our customers' expectations. Like you, we face the future with a healthy respect for the past. Our heritage is one of true value-added customer service, and our combined companies offer over 50 years of success in the industry, based on that same outstanding level of customer service.
SiteOne has 2 locations in Osceola County and an additional 13 locations within 50 miles of Osceola County.

SiteOne Landscape Supply has 4 distribution centers located in Texas, Gorgia, Pennsylvania and California. Our corporate headquarters is located at 300 Colonial Center, Roswell, GA.

Annual Sales for the preceding 3 years
2023 - $4,014,500,000
2022 - $3,475,500,000
2021 - $2,704,500,000

SiteOne Landscape Supply differentiates itself from our competitors as we pride ourselves by our SiteOne DNA.

Always Safe
Customer Obsessed
Continuously Improving
Accountable
Team Players
Professional
Talent Focused

For more information about our company, please visit www.SiteOne.com, or contact us using the information we have supplied above.

Best Regards,

Rosalin Santiago
Senior Bid Representative
SiteOne Landscape Supply Bid Department

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RFQ 25 – 4
IRRIGATION SYSTEM MAINTENANCE AND REPAIR SUPPLIES
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name Please see attached

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

Entity Name _____

Entity Address _____

Name of Contact _____

Telephone Number of Contact _____

Email of Contact _____

Project Title _____

Date of Project _____

SITEONE LANDSCAPE SUPPLY REFERENCE PAGE

1	Palm Beach County Finance Department		Melissa Bigbie	
	Company Name		Contact Person	
	2700 6th Avenue South	Lake Worth	FL	33461
	Street Address	City	State	Zip
	(561) 693-6743		mbigbie@pbc.gov	
	Telephone	Fax	Email	
	Supply and deliver landscaping & Irrigation supplies			
	Products or Services Purchased by the above Reference			
2	Martin County Board of Commissioners		Frank Doolity	
	Company Name		Contact Person	
	2990 SE Dixie Hwy	Stuart	FL	34997
	Street Address	City	State	Zip
	(772) 221-1428		fdoolity@martin.fl.us	
	Telephone	Fax	Email	
	Supply and deliver landscaping & Irrigation supplies			
	Products or Services Purchased by the above Reference			
3	Town of Amherst		Karen Halton	
	Company Name		Contact Person	
	5583 Main Street	Williamsville	NY	14221
	Street Address	City	State	Zip
	716-631-7076		khalton@amherst.ny.us	
	Telephone	Fax	Email	
	Supply and deliver landscaping & Irrigation supplies			
	Products or Services Purchased by the above Reference			
4	State of Alabama		Ben Anderson	
	Company Name		Contact Person	
	425 S Union St.	Montgomery	AL	36130
	Street Address	City	State	Zip
	334-353-0371		Ben.anderson@rpm.alabama.gov	
	Telephone	Fax	Email	
	Supply and deliver landscaping & Irrigation supplies			
	Products or Services Purchased by the above Reference			
5	Mesa Unified School District		Gary Barkman	
	Company Name		Contact Person	
	143 S Alma School Rd	Mesa	AZ	85210
	Street Address	City	State	Zip
	480-472-6116		gabarkman@mpsaz.org	
	Telephone	Fax	Email	
	Supply and deliver landscaping & Irrigation supplies			
	Products or Services Purchased by the above Reference			

Government Agencies That Your Firm Has Done Business With:

All the above

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RFQ 25 – 4
IRRIGATION SYSTEM MAINTENANCE AND REPAIR SUPPLIES
ATTACHMENT B – Non-Collusion Affidavit
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

NON-COLLUSION AFFIDAVIT

PLEASE SUBMIT THIS NONCOLLUSION DECLARATION WITH YOUR BID DOCUMENTS/PROPOSAL

The undersigned declares:
I, Rosalin Santiago [your name], am a representative of SiteOne Landscape Supply [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/21/25 [date], a Cleveland [city], OHIO [state].

Bidder's Name (Printed): Rosalin Santiago

Bidder's Entity Name: SiteOne Landscape Supply

Bidder's Signature: Rosalin Santiago

Bidder's Title: Sr. Bid Rep

Bid Results

Bidder Details

Vendor Name	SiteOne Landscape Supply
Address	1385 East.36th street Cleveland, Ohio 44144 United States
Respondee	Rosalin Santiago
Respondee Title	Sr. Bid Rep
Phone	216-706-9250
Email	bids@siteone.com
Vendor Type	NONE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	01/21/2025 5:39 AM (PST)
Delivery Method	3-10 business days aro
Bid Responsive	Yes
Bid Status	Submitted
Confirmation #	410633

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Company Description 2025.doc	Company Description 2025.doc	Cover/Introductory Letter (See Section VI.A. - Instructions to Bidders)
Santa Fe Springs of CA, Irrigation Supplies, bid RFQ-25-4, due 01-21-2025, References (Attachment A).pdf	Santa Fe Springs of CA, Irrigation Supplies, bid RFQ-25-4, due 01-21-2025, References (Attachment A).pdf	References (See Attachment A)
Santa Fe Springs of CA, Irrigation Supplies, bid RFQ-25-4, due 01-21-2025, Non Collusion Affidavit (Attachment B).pdf	Santa Fe Springs of CA, Irrigation Supplies, bid RFQ-25-4, due 01-21-2025, Non Collusion Affidavit (Attachment B).pdf	Non-Collusion (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Sprinkler Head/Accessories							$18,799.8000		
1			Hunter Ultra Stainless Reclaimed Sprinkler Head	/Unit	100	$21.4470	$2,144.7000	Yes	
2			Hunter Ultra Stainless Reclaimed Sprinkler Head	/Unit	100	$101.6930	$10,169.3000	Yes	
3			Hunter Ultra Stainless Reclaimed Sprinkler Head	/Unit	100	$64.8580	$6,485.8000	Yes	
Irrigation Valves/Accessories							$9,066.6400		
4			Rain Bird EFB-CP Series Valve 1 " Brass	/Unit	5	$110.4690	$552.3450	Yes	
5			Rain Bird EFB-CP Series Valve 2 " Brass	/Unit	5	$208.5240	$1,042.6200	Yes	
6			Rain Bird 300BPES Series Valve 3" Brass	/Unit	5	$576.3870	$2,881.9350	Yes	
7			3/4" Quick Coupling Valve (Rain Bird 33-DNP)	/Unit	5	$58.6170	$293.0850	Yes	
8			1" Quick Coupling Valve (Rain Bird 44-NP Reclaimed)	/Unit	5	$105.3460	$526.7300	Yes	
9			3/4" Quick Coupling Key	/Unit	5	$26.3180	$131.5900	Yes	
10			1" Quick Coupling Key	/Unit	5	$80.8770	$404.3850	Yes	
11			3/4" Female Pipe x 3/4' Male Hose Thread - Brass Swivel Hose	/Unit	25	$45.6320	$1,140.8000	Yes	
12			1" Female Pipe x 3/4" Male Hose Thread - Brass Swivel Hose	/Unit	25	$48.0340	$1,200.8500	Yes	
13			3/4" In-Line Brass Valve	/Unit	5	$66.9170	$334.5850	Yes	
14			1 1/4" In-Line Brass Valve	/Unit	5	$111.5430	$557.7150	Yes	
Diaphragms & Solenoids							$1,850.7500		
15			1" Diaphragm Assembly (For Superior 950 Series Valve)	/Unit	10	$22.8310	$228.3100	Yes	
16			1 1/4" Diaphragm Assembly (For Superior 950 Series Valve)	/Unit	10	$28.8640	$288.6400	Yes	
17			2" Diaphragm Assembly (For Superior 950 Series Valve)	/Unit	10	$56.5350	$565.3500	Yes	
18			1" Diaphram Assembly (For Rain Bird EFB-CP Valve)	/Unit	10	$23.2940	$232.9400	Yes	Rain Bird Diaphragm Repair Kit for 100EFA Valves
19			1 1/2" Diaphram Assembly (For Rain Bird EFB-CP Valve)	/Unit	10	$39.9930	$399.9300	Yes	
20			Replacement Solenoid for HV Series Valves	/Unit	10	$13.5580	$135.5800	Yes	
Nozzles							$1,543.4000		
21			8 ft. VAN Series Variable Arc Spray Nozzle	/Unit	100	$0.7390	$73.9000	Yes	
22			8 ft. Full-Circle Pattern Nozzle (360 Degree)	/Unit	100	$0.7390	$73.9000	Yes	
23			8 ft. Half-Circle Pattern Nozzle (180 Degree)	/Unit	100	$0.7390	$73.9000	Yes	
24			8 ft. Plastic U-Series Nozzle - Quarter-Circle Spray Pattern (90 Degree)	/Unit	100	$1.4610	$146.1000	Yes	
25			8 ft. Plastic U-Series Nozzle - Half-Circle Spray Pattern (180 Degree)	/Unit	100	$1.4610	$146.1000	Yes	
26			12 ft. VAN Series Variable Arc Spray Nozzle	/Unit	100	$0.7390	$73.9000	Yes	
27			12 ft. Full-Circle Pattern Nozzle (360 Degree)	/Unit	100	$0.7390	$73.9000	Yes	
28			12 ft. Half-Circle Pattern Nozzle (180 Degree)	/Unit	100	$0.7390	$73.9000	Yes	
29			12 ft. Plastic U-Series Nozzle - Quarter-Circle Spray Pattern (90 Degree)	/Unit	100	$1.4610	$146.1000	Yes	
30			12 ft. Plastic U-Series Nozzle - Half-Circle Spray Pattern (180 Degree)	/Unit	100	$1.4610	$146.1000	Yes	
31			15 ft. VAN Series Variable Arc Spray Nozzle	/Unit	100	$0.7390	$73.9000	Yes	
32			15 ft. Full-Circle Pattern Nozzle (360 Degree)	/Unit	100	$0.7390	$73.9000	Yes	
33			15 ft. Half-Circle Pattern Nozzle (180 Degree)	/Unit	100	$0.7390	$73.9000	Yes	
34			15 ft. Plastic U-Series Nozzle - Quarter-Circle Spray Pattern (90 Degree)	/Unit	100	$1.4610	$146.1000	Yes	
35			15 ft. Quarter-Circle Pattern Nozzle (90 Degree)	/Unit	100	$0.7390	$73.9000	Yes	
36			15 ft. Side Strip Pattern Nozzle	/Unit	100	$0.7390	$73.9000	Yes	
Schedule 40 PVC Pipe							$1,217.0000		
37			1/2" x 10' Schedule 40 PVC Pipe	/Unit	25	$3.6200	$90.5000	Alt	PVC Pipe 1/2 in x20ft. Schedule 40 Bell End (price per ft.)
38			3/4" x 10' Schedule 40 PVC Pipe	/Unit	25	$4.9400	$123.5000	Alt	PVC Pipe 3/4 in. x 20 ft. Schedule 40 Bell End (price per ft.)
39			1" x 10' Schedule 40 PVC Pipe	/Unit	25	$7.3000	$182.5000	Alt	PVC Pipe 1in. x 20 ft. Sch 40 Bell End (price per ft.)
40			1 1/4" x 10' Schedule 40 PVC Pipe	/Unit	25	$9.8200	$245.5000	Alt	PVC Pipe 1 1/4 in. x 20ft. Schedule 40 Bell End (price per ft.)
41			1" x 10' Schedule 40 PVC Pipe	/Unit	25	$7.3000	$182.5000	Alt	PVP Pipe 1in. x 20 ft. Sch 40 Bell End (price per ft.)
42			2" x 10' Schedule 40 PVC Pipe	/Unit	25	$15.7000	$392.5000	Alt	PVC Pipe 2in. x 20ft. Schedule 40 Bell End (priced per ft.)
Schedule 40 TEE Socket x Socket x Socket (SSS)/ Socket x Socket x Thread (SST) Fittings							$22.3640		
43			3/4" Schedule 40 PVC TEE SSS	/Unit	1	$0.4020	$0.4020	Yes	
44			1" Schedule 40 PVC TEE SSS	/Unit	1	$0.7580	$0.7580	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
45			2" Schedule 40 PVC TEE SSS	/Unit	1	$2.0900	$2.0900	Yes	
46			3" Schedule 40 PVC TEE SSS	/Unit	1	$9.0540	$9.0540	Yes	
47			3/4" Schedule 40 PVC TEE SST	/Unit	1	$0.7280	$0.7280	Yes	
48			1" Schedule 40 PVC TEE SST	/Unit	1	$1.3420	$1.3420	Yes	
49			2" Schedule 40 PVC TEE SST	/Unit	1	$3.5180	$3.5180	Yes	
50			2" x 2" x 1" Schedule 40 PVC Variable TEE SSS	/Unit	1	$2.2360	$2.2360	Yes	
51			2" x 2" x 1 1/2" Schedule 40 PVC Variable TEE SSS	/Unit	1	$2.2360	$2.2360	Yes	
Schedule 80 PVC Nipples							$88.9000		
52			Schedule 80 PVC Nipple 1/2" x Close	/Unit	25	$0.1370	$3.4250	Alt	TBS Molded Nipple Sch 80 PVC 1/2in. x Close TBE
53			Schedule 80 PVC Nipple 1/2" x 2"	/Unit	25	$0.2920	$7.3000	Alt	TBS Molded Nipple Sch 80 PVC 1/2in. x 2in. TBE
54			Schedule 80 PVC Nipple 1/2" x 4"	/Unit	25	$0.3770	$9.4250	Alt	TBS Molded Nipple Sch 80 PVC 1/2in. x 4in. TBE
55			Schedule 80 PVC Nipple 3/4" x 2"	/Unit	25	$0.2050	$5.1250	Alt	TBS Molded Nipple Sch 80 PVC 3/4 in. x 2in. TBE
56			Schedule 80 PVC Nipple 3/4" x 3"	/Unit	25	$0.2220	$5.5500	Alt	TBS Molded Nipple Sch 80 PVC 3/4in x 3in. TBE
57			Schedule 80 PVC Nipple 3/4" x 6"	/Unit	25	$0.3160	$7.9000	Alt	TBS Molded Nipple Sch 80 PVC 3/4in x 6in. TBE
58			Schedule 80 PVC Nipple 1" x Close	/Unit	25	$0.2560	$6.4000	Alt	TBS Molded Nipple Sch 80 PVC 1in. x close TBE
59			Schedule 80 PVC Nipple 1" x 2"	/Unit	25	$0.4760	$11.9000	Alt	TBS Machined Nipple SCh 80 PVC 1in. x 2in TBE
60			Schedule 80 PVC Nipple 1" x 6"	/Unit	25	$1.2750	$31.8750	Alt	TBS Machined Nipple SCh 80 PVC 1in. x 6in TBE
Couplings & Caps							$628.6000		
61			3/4" Schedule 40 PVC Coupling Socket	/Unit	100	$0.2560	$25.6000	Yes	
62			1" Schedule 40 PVC Coupling Socket	/Unit	100	$0.4460	$44.6000	Yes	
63			1 1/2" Schedule 40 PVC Coupling Socket	/Unit	100	$0.6620	$66.2000	Yes	
64			2" Schedule 40 PVC Coupling Socket	/Unit	100	$1.0100	$101.0000	Yes	
65			3/4" Schedule 40 PVC Cap Socket	/Unit	100	$0.2960	$29.6000	Yes	
66			1" Schedule 40 PVC Cap Socket	/Unit	100	$0.4680	$46.8000	Yes	
67			1 1/2" Schedule 40 PVC Cap Socket	/Unit	100	$0.7280	$72.8000	Yes	
68			2" Schedule 40 PVC Cap Socket	/Unit	100	$0.8680	$86.8000	Yes	
69			3/4" Schedule PVC 40 Cap Threaded	/Unit	100	$0.6180	$61.8000	Yes	
70			1" Schedule 40 PVC Cap Threaded	/Unit	100	$0.9340	$93.4000	Yes	
Slip Fixes/Repair Coupling							$1,487.7000		
71			3/4" Slip Fix/Repair Coupling	/Unit	50	$2.8970	$144.8500	Alt	NDS Pro-Span PVC Expansion Repair Coupling 3/4 in. Socket x Spigot
72			1" Slip Fix/Repair Coupling	/Unit	50	$3.3470	$167.3500	Alt	NDS Pro-Span PVC Expansion Repair Coupling 1 in. Socket x Spigot
73			1 1/4" Slip Fix/Repair Coupling	/Unit	50	$6.3020	$315.1000	Alt	NDS Pro-Span PVC Expansion Repair Coupling 1 -1/4in. Socket x Spigot
74			1 " Slip Fix/Repair Coupling	/Unit	25	$3.3470	$83.6750	Alt	NDS Pro-Span PVC Expansion Repair Coupling 1in. Socket x Spigot
75			2" Slip Fix/Repair Coupling	/Unit	25	$10.5630	$264.0750	Alt	NDS Pro-Span PVC Expansion Repair Coupling 2in. Socket x Spigot
76			3" Slip Fix/Repair Coupling	/Unit	25	$20.5060	$512.6500	Alt	NDS Pro-Span PVC Expansion Repair Coupling 3 in. Socket x Spigot
Elbows							$266.2000		
77			1/2" Schedule 40 90* S x S Elbow Fitting	/Unit	50	$0.2820	$14.1000	Yes	
78			1" Schedule 40 90* S x S Elbow Fitting	/Unit	50	$0.5700	$28.5000	Yes	
79			1-1/2" Schedule 40 90* S x S Elbow Fitting	/Unit	25	$1.0820	$27.0500	Yes	
80			2" Schedule 40 90* S x S Elbow Fitting	/Unit	25	$1.6900	$42.2500	Yes	
81			3" Schedule 40 90* S x S Elbow Fitting	/Unit	25	$6.1720	$154.3000	Yes	
Street Elbows (Spigot x Socket End Types)							$106.8500		
82			3/4" 90 Degree Marlex Street Ell TT	/Unit	50	$0.3080	$15.4000	Alt	TBS 90 Degree Street Elbow Marlex MIPT x FIPT 3/4in.
83			1" 90 Degree Marlex Street Ell TT	/Unit	50	$0.4510	$22.5500	Alt	TBS 90 Degree Street Elbow Marlex MIPT x FIPT 1in.
84			3/4" Schedule 40 PVC Street Ell TT	/Unit	25	$1.0100	$25.2500	Yes	
85			1" Schedule 40 PVC Street Ell TT	/Unit	25	$1.7460	$43.6500	Yes	
Adapters							$379.7500		
86			1" Schedule 40 PVC Male Adapter - MPT X Socket	/Unit	125	$0.5060	$63.2500	Yes	
87			1 1/4" Schedule 40 Male Adapter - MPT X Socket	/Unit	125	$0.6180	$77.2500	Yes	
88			1 1/2" Schedule 40 Male Adapter - MPT X Socket	/Unit	125	$0.8280	$103.5000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
89			2" Schedule 40 Male Adapter - MPT X Socket	/Unit	125	$1.0860	$135.7500	Yes	
Reducer Bushings (NPT Male x NPT Female)							$0.0000		
90			1 1/4" x 1" Reducer Adapter - 304 Stainless Streel	/Unit	20		$0.0000	No	
91			2" x 1" Reducer Adapter - 304 Stainless Streel	/Unit	20		$0.0000	No	
92			3" x 2" Reducer Adapter - 304 Stainless Streel	/Unit	20		$0.0000	No	
93			1" x 3/4" Reducer Adapter - 304 Stainless Streel	/Unit	20		$0.0000	No	
Valve Boxes							$1,311.8750		
94			Valve Box Complete"Purple" Rectangle NDS Standard 14"x19"x12" w/overlapping 16 3/4"x11 1/2"	/Unit	25	$28.6510	$716.2750	Alt	NDS Standard Valve Box Rectangle 14 in. x 12 in. H Purple Box/ Purple Lid Overlapping RW
95			Valve Box Complete "Green" Rectangle - NDS Standard 14"x19"x12" w/overlapping 16 3/4" x 11 1/2" Lid	/Unit	25	$23.8240	$595.6000	Alt	NDS Standard Valve Box Rectangle 14in. x 19 in. H Green Box/ Green Lid Overlapping ICV

Line Item Subtotals

Section Title	Line Total
Sprinkler Head/Accessories	**$18,799.8000**
Irrigation Valves/Accessories	**$9,066.6400**
Diaphragms & Solenoids	**$1,850.7500**
Nozzles	**$1,543.4000**
Schedule 40 PVC Pipe	**$1,217.0000**
Schedule 40 TEE Socket x Socket x Socket (SSS)/ Socket x Socket x Thread (SST) Fittings	**$22.3640**
Schedule 80 PVC Nipples	**$88.9000**
Couplings & Caps	**$628.6000**
Slip Fixes/Repair Coupling	**$1,487.7000**
Elbows	**$266.2000**
Street Elbows (Spigot x Socket End Types)	**$106.8500**
Adapters	**$379.7500**
Reducer Bushings (NPT Male x NPT Female)	**$0.0000**
Valve Boxes	**$1,311.8750**
Grand Total	**$36,769.8290**

ITEM # 12

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: Lana Dich, Director of Finance

SUBJECT: **APPROVE INCREASING THE BLANKET PURCHASE ORDER TO SOCAL AUTO & TRUCK PARTS DBA NAPA AUTO PARTS AND ISSUING A PURCHASE ORDER FOR FISCAL YEAR 2025 - 26**

DATE: April 1, 2025

RECOMMENDATIONS

It is recommended that the City Council:

1) Authorize increasing the City's existing blanket purchase order to Socal Auto & Truck Parts DBA NAPA Auto Parts (NAPA Auto) to $250,000 for items to perform vehicle and equipment maintenance and repairs; and

2) Authorize issuing a City-wide blanket purchase order to NAPA Auto for Fiscal Year 2025 – 26 in the amount of $275,000; and

3) Designate the authority to the City Manager to increase the blanket purchase order by $50,000 each year, if needed; and

4) Take such additional, related action that may be desirable.

FISCAL IMPACT

If approved, the contract/blanket purchase order (3250199) with NAPA Auto will be increased to $250,000. This amount will cover any existing invoices and provide sufficient expenditures through the remainder of the fiscal year for purchases.

In addition, Staff is seeking authorization to issue a contract/blanket purchase order for $275,000 for Fiscal Year 2025 – 26. A ten (10) percent increase has been added for inflation and potential increases to expenditure activity.

Purchase orders and invoice payments will be generated as needed and based on the

funds available in the requesting department's budget. Staff must verify the availability of funds before making a purchase and take action to increase appropriations if needed.

BACKGROUND

The City owns and operates a fleet of hundreds of vehicles and nonmotorized equipment that require maintenance and repairs. This includes public safety, maintenance service, trailers, transportation, and pool vehicles. Other equipment includes pneumatic hammers, diesel generators, tow-behind compressors, arrow boards (for traffic diversion), and mobile power washers. These vehicles and equipment require that the on-site parts inventory be maintained such that vehicle/equipment downtime is held at a minimum and that the parts are purchased at the best price.

DISCUSSION

The City performs a significant majority of vehicle and equipment maintenance and repairs in-house. This ensures that vehicles are serviced within a reasonable timeframe and placed back in service as soon as possible. These services are primarily performed by the Public Works Fleet Division and Fire Department staff. Performing these services requires that parts and equipment are sufficiently stocked and available when needed for maintenance and repairs.

To ensure sufficient parts and equipment are on hand to perform maintenance and repairs, the City establishes contracts/blanket purchase orders with vendors to provide these items as needed. One such vendor is NAPA Auto. This vendor has been used for several years and has consistently provided items satisfactorily to the City. The current contract/blanket purchase order has nearly exceeded the authorized expenditure of $200,000. Expenditures during the year have increased due to several internal and external factors such as inflation and expansion of internal services.

Staff wishes to increase the existing contract/blanket purchase order to $250,000 for purchases through the remainder of the fiscal year. In addition, staff wishes to obtain authorization to issue a contract/blanket purchase order in the amount of $275,000 for Fiscal Year 2025 – 26.

As a member of Sourcewell, the City has access to multiple competitively bid contracts for obtaining items and services. NAPA Auto has been awarded an agreement through this purchasing cooperative (Contract No. 100124). NAPA Auto has authorized the City to use this contract, along with others awarded through a similar process, to purchase items as needed.

Staff has the authority to use this agreement pursuant to Santa Fe Springs Municipal Code Section 34.18(B)(2) – Purchase by Bidding Required Generally; Exceptions, which states:

> *Purchases of supplies, equipment, and services shall be made pursuant to the procedures set forth in this subchapter, except for the following:*
>
> *Cooperative or piggyback purchasing, which may consist of the following:*
>
> *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.*

It should be noted that the aforementioned contract lists the business name as Genuine Parts Company DBA NAPA Auto Parts. This is a regional subsidy of NAPA Auto. Socal Auto and Truck Parts, as the Southern California regional subsidy of NAPA Auto is authorized to provide items in accordance with the same terms, conditions, and pricing.

SUMMARY/NEXT STEPS

It is recommended that City Council authorize the increase in the existing blanket purchase order with NAPA Auto to $250,000. This amount will ensure that parts and items required for vehicle and equipment maintenance and repairs are available. Furthermore, staff requests authorization to issue a blanket purchase order for Fiscal Year 2025 - 26 for $275,000.

ATTACHMENTS

A. NAPA Auto Contract No. 100124

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

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MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: Genuine Parts Company dba NAPA Auto Parts

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and security interests, and are subject to the terms of written warranties of the manufacturer of the applicable product within the Included Solutions, and Supplier shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the Included Solutions supplied hereunder. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Supplier will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier's Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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

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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.

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

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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

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must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or intentional misconduct in the

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performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by such negligence or intentional misconduct. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including 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 Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier's indemnity obligations herein. 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 but only to the extent of Supplier's indemnity obligations herein.

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d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Genuine Parts Company dba NAPA Auto Parts
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Bret Robyck A34FEA2A641D422...
By: _____	By: _____
Jeremy Schwartz	Bret Robyck
Title: Chief Procurement Officer	Title: Sr. Vice President
Date: 1/9/2025 | 5:34 AM CST	Date: 1/8/2025 | 3:33 PM CST

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RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts
Address:	2999 Wildwood Parkway Atlanta, Georgia 30339
Contact:	Don Lachance
Email:	don_lachance@genpt.com
Phone:	404-386-4157
Fax:	404-386-4157
HST#:	580254510

Submission Details

Created On:	Tuesday August 13, 2024 07:35:16
Submitted On:	Friday September 27, 2024 14:12:03
Submitted By:	Don Lachance
Email:	don_lachance@genpt.com
Transaction #:	7c568b36-caba-405c-ad6c-adc50f0b6edb
Submitter's IP Address:	136.228.217.83

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Genuine Parts Company dba NAPA Auto Parts 2999 Wildwood Parkway Atlanta Georgia 30339	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NAPA Auto Parts locations Nationwide. All 6000 NAPA Auto Parts Stores will delivery solutions for this contract. Genuine Parts Company dba NAPA Auto Parts Headquarters will facilitate the management of the administrative fees, reports and legal documents needed for the contract.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DZ8RD2EBBMK5	*
5	Provide your NAICS code applicable to Solutions proposed.	423120	
6	Proposer Physical Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta Ga. 30339	*
7	Proposer website address (or addresses):	www.genpt.com	*
8	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):	Bret Robyck Sr. Vice President 2999 Wildwood Parkway Atlanta Ga. 30339 Bret_Robyck@genpt.com 678-934-5166	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance National Sales manager Government Fleet 2999 Wildwood Parkway Atlanta Ga. 30339 Don_lachance@genpt.com 404-386-4157	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 96 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding $21 billion. With more than 96 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*
12	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company owned and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	GPC has had 96 years of profitable growth and 65 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2023 Annual Report in the attached documents for this RFP.	*
14	What is your US market share for the Solutions that you are proposing?	NAPA Auto parts has a 9% market share of the overall Automotive parts sales in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NAPA Auto parts has approximately 6% of the Canadian Automotive parts market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None, There have been no Bankruptcy proceedings for Genuine Parts Company dba NAPA Auto Parts	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 565,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (4100 independent and 1,900 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 4,100 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
18	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.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2021 NAPA Auto Parts automotive division and our Integration business operations combined to win the 2021 Legacy award with Sourcewell. In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, we have exceeded 15% percent of our Automotive Fleet Parts Group sales in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell-Aftermarket Parts and IBS $160,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment $56,000,000 E&I Educational Cooperative $1,000,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants $1,000,000 Axia $1,000,000 ST of GA $15,000,000 St of TN $6,000,000 ST of WA $10,500,000 ST of NJ $6,800,000 ST of MA $6,500,000 ST of VA $4,500,000 ST of LA $4,600,000 ST of CA $5,800,000 ST of WV $4,000,000 ST of CT $3,000,000	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of California	Yolanda Tutt Department of General Services Procurement Division	279-946-8401	*
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Total Estimated U.S. & Canada GPC Employees = 51,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 7,000 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	GPC in 2024 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,900 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 4,100 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 55% of the total U.S. APG sales and 20% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members	*
28	Service force.	As mentioned in our response to Question #26, we have more than 51,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average $6 -$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Business development Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Business Development managers (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will go through the local servicing NAPA stores. Via Electronic ordering, phone, fax or a walk in visit to our NAPA store. Orders and returns will follow the same process through the servicing NAPA store.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punch-out in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NAPA has a strong presence in every region and is fully capable of serving the entire US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Depending on the entity and there qualifications as a non-profit we can extend terms to non-profits but many Master agreements do not offer contract abilities and pricing to non-profits as Sourcewell does. We rely on Sourcewell for most of our Non-profit Master agreements.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o Fleet-Con presented by Fleet Pros www.Fleet Pros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 560,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timey way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 560,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers	*

42	Describe any technological advances that your proposed Solutions offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. Environmental stewardship is an integral part of who we are and how we do business. Our commitment to protect and preserve the environment focuses on high-impact areas where we can make a measurable difference for our teammates, suppliers, customers, communities and investors. RCI-Safe Solutions -Our Sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually General Recycling • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO_2	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see our complete Sustainability guide attached to this RFP response. At this time, our sustainability reporting is aligned to SASB and TCFD frameworks. We continue monitoring the regulatory landscape in the U.S. and internationally, including the recent proposed rule from the U.S. Securities and Exchange Commission (SEC) to mandate standardized ESG disclosures for public companies, as well as the Corporate Sustainability Reporting Directive (CSRD) rules in Europe. We will update our approaches and reporting to comply with regulatory changes as they occur.ustainability page at www.genpt.com.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	GPC has the capability to offer the following custom and unique value adds. • Integrated Business Solutions: existing Sourcewell Contract • Motion Industries ~4,800,000 SKUs of MRO and Industrial components and supplies to 150,000 MRO and OEM Customers through 10 distribution centers, through ~470 branches and 53 Service Centers, www.motionindustries.com o NAPA Filters - www.napafilters.com, o NAPA Heavy Duty - www.napaonline.com o NAPA Undercar, www.napaonline.com o NAPA Electrical Sales and Under hood, www.napaonline.com o Martin Senour~ Paint, www.martinsenour.com o Balkamp, www.balkamp.com o NAPA Tools and Equipment, www.napaonline.com o NAPA Brakes, www.napabrakes.com o NAPA Heating and Cooling, www.napabeltshose.com • NAPA TRACS- Total Repair Automotive Computer System – powerful estimating, technical information and shop management solutions – www.napatracs.com • IBIZ – described above www.napaibiz.com • NAPA AutoCare Centers, www.napaautocare.com Largest network of independently owned automotive technicians in the US. ~15,000 automobile, truck, and collision centers MIC- Market Place Inventory Classification This is the process that uses RL Polk data and additional registrations of fleet and leased vehicles in all NAPA markets to determine proper stocking levels in stores and DCs. This means less downtime at the Sourcewell Member's repair facility due to NAPA having more and more of the right parts on the shelves. Mitchell 1, and Mitchell On Demand - Described above – www.mitchell1.com As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 4,500 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are net 30 days, Payment methods are Check, ACH, or credit card	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	NA	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A copy of our Invoice document that is used on all transactions has been uploaded to the Documents section of this RFP. Standard documents or forms for ordering are also offered on our Prolink site for electronic ordering, and are included in the Prolink site that the customer will use and have a secure login and password specific to each user. NAPA can adapt and customize the process per the request of the entity.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAPA accepts P-card payment with no additional charge to the end user.	*
59	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.	NAPA's pricing model is a product category discount off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's list prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology category Discount percentage shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US. A copy of the List less Discount sheet attached.	*
60	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.	As a list less discount percentage for parts by category for over 560,000 parts the discount range is 46% to 72% off list price depending on the item category.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis	*
63	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.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically nonstandard line items.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question 63, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to “Drop Ship”. In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as “as needed” and agreed to by the NAPA store and the Sourcewell Member	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter’s manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Currently and if awarded NAPA uses a special system called TAMS within all 6000 NAPA stores that is turned on for each Sourcewell entity that utilizes this contract.they are given an accout# and registered in our RAM system to track all daily sales transactions that are placed. All sales are measured month to date and year to date over previous time periods to track success and growth.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Yes, The pricing offered in this proposal is as good or better than than pricing typically offered through existing cooperative contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than $1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 560,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 4,100 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order NAPA offers custom orders and can source almost any OEM or Aftermarket part worldwide. Our store create custom hoses and hydraulics for an array of vehicles. Some NAPA stores still offer machine services to refurbish some parts.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. Including New and Remanufactured products.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide and offeres good better and best options for the user as well as Heavy duty truck parts.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	
79	Exhaust systems and emission parts	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
82	Engine heating and cooling	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.NAPA also offers Good better and best items in this category and recommends using Fleet focused products for best durability.	
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide as well as NAPA branded oils and lubricants.	
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.New and Remanufactured pumps are available.	

- Pricing - NAPA Pricing Category Description 9074-Sourcewell.docx - Tuesday September 17, 2024 12:22:53
- Financial Strength and Stability - GPC 2023 Annual Report (1).pdf - Tuesday September 17, 2024 12:00:57
- Marketing Plan/Samples - Sourcewell Announcement Government Agencies (2).pdf - Tuesday September 17, 2024 12:07:27
- WMBE/MBE/SBE or Related Certificates - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 12:02:24
- Standard Transaction Document Samples - Order invoice Sample-NAPA.pdf - Friday September 27, 2024 14:04:20
- Requested Exceptions - RFP_100124_Master_Agreement_Aftermarket_Vehicle_Parts__Supplies (1).docx - Wednesday August 21, 2024 10:42:12
- Upload Additional Document - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 11:53:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bret Robyck, Sr. Vice President, Genuine Parts Company dba NAPA Auto Parts

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 obligations contemplated in the solicitation proposal.

○ **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_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

86	Safety and security systems	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
87	Vehicle interior/exterior parts and accessories	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
90	Control systems components (transmission, differential, traction, etc.)	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
91	Windshield (wipers and windshield washer components)	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
92	Vehicle paint and primer	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	◉ Yes ○ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

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."

ITEM # 13

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: Lana Dich, Director of Finance

SUBJECT: **APPROVE ISSUING A PURCHASE ORDER AND PSA TO LEHR AUTO**

DATE: April 1, 2025

RECOMMENDATIONS

It is recommended that the City Council:

1) Authorize issuing a purchase order to LEHR Auto in the amount of $109,230 for the items and services necessary to upfit four (4) police vehicles;

2) Approve the attached agreement with LEHR Auto in an amount that shall not exceed $150,000 per fiscal year through June 30, 2027; and

3) Take such additional, related action that may be desirable.

FISCAL IMPACT

Staff requests a purchase order in the amount of $109,230 is approved to upfit four (4) vehicles. Sufficient funds for this expenditure are available in the Equipment Acquisition Fund (1080000 – 573400).

If approved, the agreement will have an initial term through June 30, 2027. It also includes a one (1) year extension option.

Compensation for the first year will be prorated to $75,000 to ensure sufficient funds are available for the remaining six (6) months of the current fiscal year (through June 30, 2025). Compensation for the remaining years (Years 2 and 3) will be approximately $150,000 annually. In addition, the agreement includes a one (1) year extension option. The maximum compensation, including the optional extension, shall not exceed $525,000.

Purchase orders for this service will be generated as needed and based on the funds

available in the requesting department's budget.

BACKGROUND

Departments have been designated the responsibility of managing and maintaining their vehicle fleets with assistance provided by the Public Works Fleet Services Division. As part of this process, departments submit annual requests to acquire new vehicles via supplemental budget requests, which are reviewed by executive Staff with input from the Department of Finance. The proposal is later submitted to the City Council for final review and approval. Upon receiving the vehicle, additional items and services are required to ensure it is suitable for field use. Typically, the City uses a vehicle upfitter to perform these services to ensure installation of all after-market items are performed in accordance with the manufacturer's recommended standards.

DISCUSSION

Police Services recently obtain four (4) police vehicles that need to be upfitted. Upfitting is the after-market process which involves installing the items and services to prepare the vehicle for field use. Staff recommends issuing a purchase order to LEHR to acquire the necessary items and services. Furthermore, Staff recommends establishing a PSA with LEHR for similar services in the future.

LEHR has an agreement with the County of Placer that was awarded through a competitive bidding process (Placer County Contract No. SCN107418). LEHR has authorized the City to use this agreement to purchase items and services. Staff has the authority to use this agreement pursuant to Santa Fe Springs Municipal Code Section 34.18(B)(2) – Purchase by Bidding Required Generally; Exceptions, which states:

> *Purchases of supplies, equipment, and services shall be made pursuant to the procedures set forth in this subchapter, except for the following:*
>
> *Cooperative or piggyback purchasing, which may consist of the following:*
>
> *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.*

On January 14, 2025, the City Council authorized an agreement with Dana Safety for similar services. Staff recommends having multiple contractors capable of providing this service on-hand to handle the anticipated volume of vehicles in the future and the City’s diverse vehicle fleet.

SUMMARY/NEXT STEPS

The City requires the services of a vehicle upfitter that provides supplies, equipment, and services to ensure vehicles used by Staff are suitable for use. While this service is

primarily used by the Department of Police Services and Whittier Police Department, other city departments also require this service occasionally. A purchase order in the amount of $109,230 is requested to upfit four (4) vehicles that will be used to perform law enforcement services. It is also requested that City Council authorize Staff to enter into an agreement with LEHR to ensure these services are available when needed. The total cost per fiscal year shall not exceed $150,000, with the initial term prorated based upon the number of months remaining in the current fiscal year.

ATTACHMENTS

A. Price Quote
B. PSA LEHR Auto

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

Sales Quote

1260 N Jefferson St Anaheim, CA 92807-1612
Phone: 714-988-4830 Fax: 714-414-0244

Quote Number: 52310
Document Date: 3/4/2025
Terms: Net 30
Payment Method:

Sell To: City of Santa Fe Springs
Lindsay Inman
11710 Telegraph Rd
Santa Fe Springs, CA 90670
Phone:

Ship To: City of Santa Fe Springs
Lindsay Inman
1260 N. Jefferson St.
Anaheim, CA 92807
Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 61070
SalesPerson Kelly Palmer

Vehicle Information:
2024 DODGE DURANGO

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	Placer County Contract #SCN107418 2024 Dodge Durango - Price Per Vehicle			
	_____			
	Partition Kit			
PK0123DUR112ND	Setina, #12Vs Partition Durango	1	479.25	479.25
ECVDMLTST2	Soundoff, Clear Dome Light	2	49.20	98.40
1K0574DUR11FSR	Setina, 6Vs Spt Partition	1	929.25	929.25
NPN	Innovative 2nd Row 2024 Durango False floor with hinged door storage compartment Part does not exist, under engineering review to be built. Pricing from existing Ford PIU part.	1	2,230.00	2,230.00
	_____			
	Cargo Area			
TK1460DUR11	Setina, E-Z Lift Cargo Deck w/ Tray	1	884.25	884.25
AT7858	Setina, Fan Kit	1	119.25	119.25
	_____			
	Center Console			
INV-CON-DN-DUR	Innovative, Console, Dual Notched, Durango, 12" Slope, 2" Flat, Dual Cuphldr, Armrest, Face Plates	1	648.63	648.63
INV-CON-FP-0507-R	Innovative, Console, Accessory, Faceplate, 3", Motorola, 05/07, Remote Head	1	33.51	33.51
INV-CON-FP-BP500	Innovative, Console, Accessory, Faceplate, 4", Sound off Blueprint 500.	1		
INV-CON-FP-USB	Innovative, Console Accessory Faceplate 2" 12v Usb.	1	39.38	39.38
INV-CON-FP-2	Innovative, Console, Accessory, Faceplate, 2", Blank	1		
	End Console			
	MDT Mounting			
KBA-BLTX-UCNNR-US	TG3 Rugged 83 Key Keyboard Blacklit Red Touchpad USB Coiled Cord	1	178.43	178.43
INV-ACC-SVL-DUR	Innovative, Acccessory, Screen Swivel Mount Assembly, Durango	1	436.74	436.74
7160-0857	Gamber-Johnson, Low Profile Quick Release Keyboard Tray	1	154.00	154.00

Sales Quote

1260 N Jefferson St Anaheim, CA 92807-1612
Phone: 714-988-4830 Fax: 714-414-0244

Quote Number: 52310
Document Date: 3/4/2025
Terms: Net 30
Payment Method:

Sell To: City of Santa Fe Springs
Lindsay Inman
11710 Telegraph Rd
Santa Fe Springs, CA 90670
Phone:

Ship To: City of Santa Fe Springs
Lindsay Inman
1260 N. Jefferson St.
Anaheim, CA 92807
Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 61070
SalesPerson Kelly Palmer

Vehicle Information:
2024 DODGE DURANGO

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
7160-0500	Gamber-Johnson, 6" Lock Slide	1	252.00	252.00
GJ-33-TVD2-L	Gamber-Johnson, Gj Tb33 Tabdock	1	898.80	898.80
DS-138	Gamber-Johnson, Universal Vertical Base	1	75.49	75.49
CF-LNDDC120	Panasonic Carpower Supply	1	175.00	175.00
MMSU-1	Mag Mic Magnetic Mic Kit	3	39.95	119.85
	Customer Supplied Materials			
	Motorola APX 8500 x 2			
	CF-33 Toughb, dual passthrough antenna			
	Panasonic CF33 Antenna Airgain 2-in-1, AP-MMF-CG-Q-S11-RA-WH-19			
	Parking brake switch to be relocated onto the console. Location approved by the City of Whittier			
	Factory controls which will be covered by the console to be relocated onto the			
	Console and be useable (A/G. USB, audio jack, etc.)			
C-ARM-104	Havis Molded Armrest To Mount To Tunnel-Mount Base	1	157.50	157.50
	_____			
	Weapons Mounting			
GK10311L1U	Setina, D T-Rail Mount Large and Univ #2 Key	1	419.25	419.25
	Each weapons lock to open electonically			
	_____			
	Push Bumper			
BK2338DUR21	Setina, PB450L6 Setina Aluminum 6 light Push Bumper with SoundOff Signal MPower Tri-Colored 18 LED	1	1,064.25	1,064.25
	_____			
	Siren and Controller			
ETSS100J5	Soundoff, 100J Series Composite Speaker w/ Univ Bail Bracket-100 Watt	1	270.60	270.60
ENGHNK05	Sound Off, 18" Harness Kit for Remote Node	2	51.60	103.20
ENGND04102	Sound Off, BluePrint Remote Node w/ Magnetic ID	2	225.00	450.00

Sales Quote

1260 N Jefferson St Anaheim, CA 92807-1612
Phone: 714-988-4830 Fax: 714-414-0244

Quote Number: 52310
Document Date: 3/4/2025
Terms: Net 30
Payment Method:

Sell To: City of Santa Fe Springs
Lindsay Inman
11710 Telegraph Rd
Santa Fe Springs, CA 90670
Phone:

Ship To: City of Santa Fe Springs
Lindsay Inman
1260 N. Jefferson St.
Anaheim, CA 92807
Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 61070
SalesPerson Kelly Palmer

Vehicle Information:
2024 DODGE DURANGO

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
ENGLMK002	Soundoff, blueprint Link® Micro Kit, includes Module & Vehicle Harness for Dodge Charger 2015-2024 &	1	388.80	388.80
ENGSA5200RSP	Soundoff, Blueprint 500 Series Remote Control System w/ Button Control, 10-16V - 200Watt	1	989.40	989.40
	_____			
	Lighting			
EMPLB01HZN-4Q5	Soundoff, Mpower Exterior Full Size Lightbar	1	3,255.00	3,255.00
EMPAK01GT3	Soundoff,mpower® Arrow System Rear Inner Edge Dodge Durango (2021-23) 6 Mod Split Rear w/ 4" Modules	1	1,375.80	1,375.80
	Push Bumper Lights (2) front and (2) side mount r/w b/w			
EMPS2STS4D	SoundOff, Signal MPower Fascia 4" Stud Mount 12 LED Red/White	2	147.00	294.00
EMPS2STS4E	Soundoff, 12 LED Blue/White	2	147.00	294.00
	Hide-A-LED installed in rear tail lamp assemblies			
W6BR	ECCO, Hide-A-LED, 12-24V, 4LED, Flange Mount 1" hole - Blue/Red	2	129.24	258.48
	Mounted in Rear Hatch LED r/a b/a			
EMPS2SMS5RBA	Soundoff, 4" Fascia Screw Mount 18 LED Red/Blue/A	2	163.20	326.40
	Rear left and right quarter panel lights			
EMPS2STS5RBA	Soundoff, 4" Fascia Light w/ Stud Mount, 18" Hard Wire w/ Sync Opt-Tricolor Red/Blue/A	2	163.20	326.40
PMP2WSSSB	SoundOff Signal Mpower 25-90 Degree Window Shroud	2	15.00	30.00
	Dome Light and Cargo Hatch light Red/White			
3SRCCDCR	Whelen, 3" Compartment Light - Red/White	2	72.80	145.60
	to be controlled by a 3 position rocker switch on 1st row console.			
	Customer Supplied Materials			
	(engine on anti-theft, weapons lock, truck lock, brake engine kill etc.)			
	Customer Supplied Materials			
	1. Antenna for Panasonic CD-33 Tablet Docking Startion, Airgain 2-in-1, AP-MMF-CG-Q-S11-RA-WH-19			

Sales Quote

1260 N Jefferson St Anaheim, CA 92807-1612
Phone: 714-988-4830 Fax: 714-414-0244

Quote Number: 52310
Document Date: 3/4/2025
Terms: Net 30
Payment Method:

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11710 Telegraph Rd
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Ship To: City of Santa Fe Springs
Lindsay Inman
1260 N. Jefferson St.
Anaheim, CA 92807
Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 61070
SalesPerson Kelly Palmer

Vehicle Information:
2024 DODGE DURANGO

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	2. Motorola APX 8500 radio including remote control head, microphone mounting bracket, speaker electronic cabling, antenna(s) etc. 3. Motorola "Impres" adaptive battery charter (NNTN7624C), for a handheld radio battery with brackets and wiring harness. 4. Gobal Traffic Technologies (GTT_ Opticom Preemption Traffic Signal Control Device - Installation of a 764HM Emitter, 2100 Radio Control Unit, and 210 Vehicle Interface Cables. - Installed and operated with all features depicted in the manufacturers brochure. - Mounting location to be approved by the City of Whittier			
	_____ Electrical Wiring			
MRCB-150	Misc, 150Amp Breaker	1	31.19	31.19
6001-3001B	Egis, 200 A Time Delay Relay (TDR), Top Hat Replacement	1	152.83	152.83
5026-BSS	Blue Sea Systems, ST Blade Fuse Block, 12 Circuits	1	54.20	54.20
5028-BSS	Blue Sea System, ST Blade Fuse Block, 6 Circuit w/ Cover	1	37.66	37.66
	Wiring Terminals, Tie Wraps and Hardware - New wiring, clearly marked _____			
I	Installation Charges	52	125.00	6,500.00
INSTALL	Install Materials	1	388.00	388.00
F	Shipping Charges	1	300.00	300.00
	4 Vehicles at $27,307.38 = $109,229.52			

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
25064.79

Amount Exempt from Sales Tax
300.00

Sub-Total	**25,364.79**
Total Tax	1942.59
CC Proc. Fee	0.00
Total:	**27,307.38**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

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CITYOF SANTA FE SPRINGS
EQUIPMENT PROCUREMENT AND INSTALLATION SERVICES AGREEMENT
(Parties: LEHR Upfitters OpCo, LLC dba LEHR. and City of Santa Fe Springs)

THIS EQUIPMENT PROCUREMENT AND INSTALLATION SERVICES AGREEMENT (the "Agreement") is entered into this 1st day of April 2025 ("Effective Date") by and between the CITY OF SANTA FE SPRINGS, a California municipal corporation ("CITY") and LEHR UPFITTERS OPCO, LLC dba LEHR ("CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY desires to procure municipal vehicle equipment (the "Equipment") and related installation services (the "Services"), to be procured and utilized City-wide on an as-needed basis; and

WHEREAS, CITY staff has determined that CONTRACTOR possesses the resources and expertise necessary to competently provide such Equipment and Services to City; and

WHEREAS, California Government Code Section 6502 allows City to enter into joint power agreements with other government agencies to exercise any power common to both parties, including out of state agencies; and

WHEREAS, Section 34.18(B) of the Santa Fe Springs Code of Ordinances exempts certain purchases of supplies, equipment, and services from the City's formal and informal bidding requirements when those purchases which qualify as cooperative or piggyback purchases; and

WHEREAS, the Equipment and/or Services desired by CITY were competitively bid and awarded to CONTRACTOR through a formal bid ("IFB") by the County of Placer, a copy of which is attached hereto as **Exhibit "A"** (the "CONTRACTOR Notice"); and

WHEREAS, CONTRACTOR bid successfully and was awarded a contract by the County of Placer (Contract No. SCN107418), a copy of which is attached hereto as **Exhibit "B"** (the "County of Placer Contract Award"); and

WHEREAS, CITY Staff respectfully requests that City Council approve the use of the existing agreement between the County of Placer (Contract No. SCN107418) and CONTRACTOR to exempt this procurement from CITY's formal and informal bidding requirements pursuant to Section 34.18(B) of the Santa Fe Springs Code of Ordinances; and

WHEREAS, the execution of this Agreement was approved by the City of Santa Fe Springs City Council ("City Council") at its Regular Meeting of _____ , 2025, under Agenda Item No. _____.

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NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

1. DESCRIPTION OF EQUIPMENT TO BE PURCHASED AND INSTALLED

A. Subject to all the terms and conditions of this Agreement, CONTRACTOR agrees to make available for sale and delivery, and CITY agrees to purchase on an as-needed basis, certain items of equipment (the "Equipment") to be selected by CITY that are listed in that certain document entitled "CONTRACTOR Quote", which is attached and incorporated hereto as **Exhibit "A".** CONTRACTOR further agrees to provide installation services (the "Services") for those as-needed items of Equipment.

B. CONTRACTOR's performance under this Agreement includes all transportation services, labor, material, tools, and equipment necessary for CONTRACTOR to complete its delivery, off-loading, and installation of the Equipment at the City location(s) to be specified by the City Representatives. CONTRACTOR shall not commence the delivery of the Equipment until such time as CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time, and location of the delivery along with such other written instructions as may be provided by the City Representatives.

C. CONTRACTOR agrees to complete the delivery and installation of the Equipment in accordance with the Term as set forth in Section 2 below, and for the Compensation sums set forth in Section 8, below. CONTRACTOR may submit a written request for additional time to complete the delivery and installation, which request must be submitted to the CITY no later than fifteen (15) calendar days prior the Equipment installation as listed in the CONTRACTOR's Quote. The written request for additional time must identify (i) how much additional time CONTRACTOR requires; (ii) identification of the circumstances that have caused the need for additional time, and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

D. CONTRACTOR shall, among other things, be responsible for the delivery of the Equipment to the mutually agreed to facilities or locations and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment from CONTRACTOR's delivery vehicles to the location(s) specified by the City Representatives. CITY shall in no way be responsible for undertaking the delivery of the Equipment with its own personnel or any other contracted third-party, nor shall CITY be responsible for providing CONTRACTOR or CONTRACTOR's personnel with training, tools or equipment required to deliver or install the Equipment.

E. All Equipment shall be subject to inspection by CITY and rejection by CITY. The Equipment shall be considered accepted upon CITY's issuance of a written Notice of Acceptance. At any time prior to the issuance of a Notice of Acceptance, CITY may reject, return, and demand the replacement of any Equipment which is broken or defective or which fails to meet the requirements or specifications set forth in the Equipment

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

F. CITY's acceptance of the Equipment and CITY's obligation to disburse the proceeds of the Not-to-Exceed Sum, defined below, shall be conditioned upon the final inspection and performance testing of the Equipment by CITY, consistent with Section 7 of this Agreement, below, to ensure that the Equipment satisfies the requirements of the CITY and is capable of performing in accordance with performance standards set forth in the Equipment specifications. CITY reserves the right to direct CONTRACTOR to make such repairs as may be reasonably necessary to ensure that the Equipment performs properly. The final inspection and performance test shall be commenced within fourteen (14) calendar days from the date CONTRACTOR notifies CITY in writing that its installation of the Equipment is complete.

2. TERM

The duration for this Agreement shall commence on the Effective Date and expire on June 30, 2027 (hereinafter the "Term"). The Parties may mutually agree in writing to extend this Agreement for an additional one (1) year Term.

3. STANDARD OF CARE

A. CONTRACTOR represents, acknowledges, and agrees as follows:

1. CONTRACTOR shall perform all work, furnish, and install the Equipment skillfully and competently and use the standard of care applicable to its field or profession at the same time and in the same or similar locality;

2. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;

3. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

4. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;

5. All of CONTRACTOR's employees and agents (including but not limited

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to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training, and experience to perform those services and tasks contemplated under this Agreement; and

6. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONTRACTOR's acceptance of the Equipment and Services performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any latent defect to the Equipment unknown to CITY at the time of acceptance.

4. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Micah Herd, Procurement Manager, (hereinafter the "City Representatives"). It shall be CONTRACTOR's responsibility to assure that the City Representatives are kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representatives. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representatives.

B. Contractor Representative. For the purposes of this Agreement, Kelly Palmer, Fleet Sales Manager, are hereby designated as the representatives and principals of CONTRACTOR authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principals"). The Responsible Principal(s) may not be changed by CONTRACTOR without the prior written approval of CITY which shall not be unreasonably withheld or delayed.

5. CONTRACTOR'S PERSONNEL

A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All such Services will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing Services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by

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CONTRACTOR to perform Services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a City of Santa Fe Springs business license.

6. INSTRUCTION ON OPERATION AND MAINTENANCE

CONTRACTOR, during any testing and inspection period contemplated herein, shall also provide CITY personnel with instruction and training on the proper operation and maintenance of the Equipment and shall supply CITY with true and correct copies of all blueprints, plans, or specifications as necessary for the Equipment as well as all operating manuals for the same.

7. WARRANTIES

A. CONTRACTOR warrants that the Equipment provided to CITY pursuant to this Agreement shall be merchantable, of good workmanship and material, suitable for the purpose intended by CITY, and free from any and all defects, including but not limited to, defects in material, manufacturing workmanship, and title. CONTRACTOR assumes design responsibility and further warrants that the Equipment will operate as described in the materials provided in **Exhibit "A"** or any other applicable marketing and advertisement materials. CONTRACTOR further transfers and assigns to CITY all manufacturers' warranties for parts and equipment that make up the Equipment. CONTRACTOR's warranties, as set forth in this Agreement, shall also apply to any replacement parts.

B. CONTRACTOR's warranties shall not be deemed as the exclusive or sole warranty or guarantee for any of the Equipment procured by CITY and the provisions of this Agreement are intended to expand upon any warranty assigned to CITY by CONTRACTOR. CITY's inspection, approval, acceptance, use of, or payment for all or any part of the Equipment ordered shall not affect its warrant rights, regardless of whether a breach of warranty was evident at the time. In addition to any other warranties set forth herein, CONTRACTOR shall repair or replace, at no additional cost to CITY, defective Equipment in a timely manner to minimize the disruption to CITY operations.

8. COMPENSATION

A. In consideration for supplying and installing the Equipment, providing related training in the operation, maintenance and repair of the Equipment and such other incidental and ancillary services and tasks called for under this Agreement, CITY shall

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compensate CONTRACTOR in accordance with the unit prices in CONTRACTOR's Quote, attached and incorporated hereto as **Exhibit "A"**.

B. Subsection 8(A) of this Agreement notwithstanding, CONTRACTOR's total compensation shall not exceed the Fiscal Year sums as follows:

- From the Effective Date to June 30, 2025, CONTRACTOR's compensation shall not exceed **SEVENTY-FIVE THOUSAND DOLLARS ($75,000)** (hereinafter, the "Fiscal Year 1 Not-to-Exceed Sum").
- From July 1, 2025 to June 30, 2026, CONTRACTOR's compensation shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000)** (hereinafter, the "Fiscal Year 2 Not-to-Exceed Sum").
- From July 1, 2026 to June 30, 2027, CONTRACTOR's compensation shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000)** (hereinafter, the "Fiscal Year 3 Not-to-Exceed Sum").
- In the event the Parties agree to extend the Agreement for the optional one (1) year extension term, from July 1, 2027 to June 30, 2028, CONTRACTOR's compensation shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000)** (hereinafter, the "Fiscal Year 4 Not-to-Exceed Sum").

In the event the Parties desire to extend this Agreement for the additional one (1) year term, the City Council for CITY hereby delegates to the City Manager the authority to approve the extension term and Fiscal Year 4 Not-to-Exceed Sum, provided that any authorization shall be made in writing signed by the City Manager and expressly referencing the City Manager's delegated authority under this paragraph. Any anticipated changes in excess of the sums the City Manager is authorized to approve under this paragraph must be approved by the City Council before they are incurred, and such City Council approval must be memorialized in the form of a written amendment to this Agreement.

C. CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONTRACTOR.

D. Payment: CITY shall be under no obligation to pay any portion of the Fiscal Year Not-to-Exceed Sums as set forth above, unless and until CITY submits a purchase order for the as-needed Equipment and Services and CONTRACTOR issues an invoice seeking payment for the same. In no event shall CONTRACTOR issue an invoice prior to the delivery to the CITY of the Equipment. CITY shall have thirty (30) calendar days from the receipt of the invoice to make payment for the same.

9. PROHIBITED INTERESTS

CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from

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the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

10. INDEPENDENT CONTRACTOR

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

11. CONFIDENTIALITY

All data, documents, discussion, or other information received by CONTRACTOR from CITY or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

12. CONFLICTS OF INTEREST

CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

13. INDEMNIFICATION

A. To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend CITY, the City Council and the CITY's elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property (i) resulting from any reckless or negligent acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement; (ii) any defect in the Equipment; (iii) any third party claim alleging that the Equipment infringes upon a valid and enforceable United States patent. Such costs and expenses shall include reasonable

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attorneys' fees incurred by counsel of CITY'S choice. The foregoing duty to indemnify, hold harmless and defend shall not encompass a duty to indemnify, hold harmless or defend resulting from the intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CITY or CITY's employees. The parties understand and agree that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. To the extent that the negligence of both is a proximate cause of a claim by a third party against either CONTRACTOR or CITY, then in such event CONTRACTOR and CITY shall, to the maximum extent permitted by law, be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees, and volunteers.

C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. CITY does not and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

E. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

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14. INSURANCE

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

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

D. CONTRACTOR agrees that if CONTRACTOR fails to procure or maintain the insurance required in this Agreement in full force and effect, CITY, following the issuance of a Default Notice and CONTRACTOR's failure to time cure, may either terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The general liability and automobile policies of insurance shall name on the certificate the CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. CONTRACTOR shall notify the CITY thirty (30) days prior to any amendment to the insurances provided for above. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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H. The insurance provided by CONTRACTOR shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

J. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

K. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

L. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

15. MUTUAL COOPERATION

A. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is reasonably available for the proper performance of CONTRACTOR's services.

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

16. RECORDS AND INSPECTIONS

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

17. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

A. CITY may terminate this Agreement and the procurement of the Equipment

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as contemplated herein for convenience, without cause and without penalty or liability at any time prior to the issuance of a Notice to Proceed. Such termination for convenience shall be made in writing signed by the City Representative. CONTRACTOR may only terminate this Agreement for cause.

B. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 17(B)(2) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

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

    ii. Within fifteen (15) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the

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expiration of the 15-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

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

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

    i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

    ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;

    iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

    iv. The CITY may exercise any other available and lawful right or remedy.

    CONTRACTOR shall be liable for all reasonable legal fees plus other commercially reasonable, direct costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement. CONTRACTOR shall be paid for any work satisfactorily performed, including parts and materials specifically ordered/manufactured prior to the date of such termination.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18. FORCE MAJEURE

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

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such increased costs of performance to the extent that such costs are not covered by CONTRACTOR's insurances.

19. NOTICES

All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attn: City Clerk's Office
To Contractor:	LEHR Upfitters OpCo, LLC dba LEHR 9420 Prototype Drive Reno, NV 89521 Attn: Kelly Palmer, Fleet Sales Manager (714) 497 - 6243 kellyp@lehrauto.com

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

20. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

21. PROHIBITION AGAINST ASSIGNMENT

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR. CITY shall not assign this CONTRACT without CONTRACTOR's prior written consent, which shall not be unreasonably withheld or delayed.

22. ATTORNEY'S FEES

In the event that CITY or CONTRACTOR commences any legal action or

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proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

23. ENTIRE AGREEMENT

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

24. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

25. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

26. AMENDMENT; MODIFICATION

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

27. CAPTIONS

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

28. EXECUTION

This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 26, above. One fully executed original

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counterpart shall be delivered to CONTRACTOR and the two remaining counterparts shall remain with the CITY for archiving and day-to-day reference by the department responsible for administering the Agreement on the CITY's behalf.

(SIGNATURES ON NEXT PAGE)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE SPRINGS:

By: _____
City Manager

Date:_____

Attest: _____
Fernando Munoz, City Clerk

APPROVED AS TO FORM

By: _____
Rick Olivares, City Attorney

LEHR UPFITTERS OpCo, LLC dba LEHR.:

By:_____

Name: Daniel Hamm, CEO

Date:_____

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EXHIBIT “A”
CONTRACTOR NOTICE

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MEMORANDUM
PROCUREMENT SERVICES DIVISION
County of Placer

TO: Honorable Board of Supervisors **DATE:** July 9, 2024

FROM: Daniel Chatigny, County Executive Officer

BY: Jon Manning, Purchasing Manager

SUBJECT: Emergency Response Vehicle Equipment and Installation Services – Stommel Inc. dba Lehr Auto Electric

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ACTION REQUESTED

1. Approve an amendment to Supplier Contract SCN106312 with Stommel Inc. dba Lehr Electric (a California corporation) for the purchase of emergency response vehicle equipment, components, and installation services on an as-needed basis on behalf of the Placer County Sheriff's Office, District Attorney's Office, Probation Department, and Placer County Fire in the maximum amount of $400,000.00 for a new maximum amount of $775,000.00 through September 30, 2024.
2. Approve the option to renew the contract on a year-to-year basis for two (2) additional one-year terms in the maximum amount of $500,000 per year.
3. Authorize change orders up to a maximum amount of $50,000 annually, consistent with Placer County Procurement Policy.
4. Authorize the Purchasing Manager to sign all required documents subject to departmental concurrence and available funding.

BACKGROUND

The Placer County Sheriff's Office, District Attorney's Office, Probation Department, and Placer County Fire require an annual agreement for the purchase of emergency response vehicle equipment, components, and installation services on an as-needed basis to support the departments' fleet maintenance operations.

On September 24, 2019, your Board approved the award of Bid No. 20000 to Lehr Auto Electric for the purchase of patrol vehicle equipment, components, and installation services on an as-needed basis to support the department's fleet maintenance operations. Your Board also approved the option to renew the agreement for four additional one-year renewal terms. On July 25, 2023, your Board approved the renewal of the Supplier Contract with Lehr Auto Electric in the amount of $375,000 for the term of October 1, 2023 to September 30, 2024.

During the contract period, the Placer County Sheriff's Office (PCSO) received an order for vehicles that were not expected to be delivered until September 2024. While the necessary build parts will likely be purchased in FY 2024-25, the part orders required for these buildouts will exceed the amount remaining on the current agreement. PCSO estimates that an additional $400,000 is needed to sufficiently pay for services to be performed through the end of the

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contract period.

The actions requested exceed the Purchasing Manager's authority and require your Board's approval in accordance with the Procurement Policy.

FISCAL IMPACT
This contract is shared by multiple County departments. Each department budgets for these expenses within their own appropriations and will be included in future year's requested budgets. Funds are not encumbered until services are requested.

ATTACHMENTS
None

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EXHIBIT “B”
COUNTY OF PLACER CONTRACT AWARD (CONTRACT NO. SCN107418)

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FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into, effective on 2-28-23, by and between CITY OF FRESNO, a California municipal corporation (City), and Stommel Inc., dba Lehr Automotive, a (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies, and equipment. The City may use another government agency's agreement, as an exception to the competitive bid process. The Parties agree that the Vendor has entered a contract with the County of Placer (Original Government Contract). The solicitation for the Original Government Contract is attached as **Exhibit A.**

2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B,** subject to all the terms and condition contained or incorporated herein

4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:

   a) City's Insurance and Indemnity provisions attached as **Exhibit C**.

   b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B,** the Vendor agrees that notices and invoices will be sent to:

      City of Fresno
      Attention: Cliff Traugh
      2101 G Street, Building F
      Fresno, CA 93706
      Phone: (559) 621-1150
      FAX: (559) 240-5503
      E-mail: clifford.traugh@fresno.gov

   c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction.

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Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

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Procurement Services Division
2964 Richardson Drive • Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

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Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

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COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

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4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

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5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

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10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

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COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

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work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

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PLACER COUNTY INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

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statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

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→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

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A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

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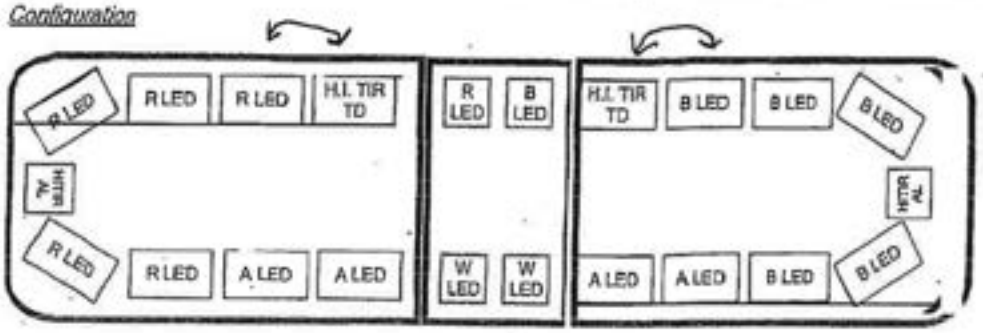
Attachment D

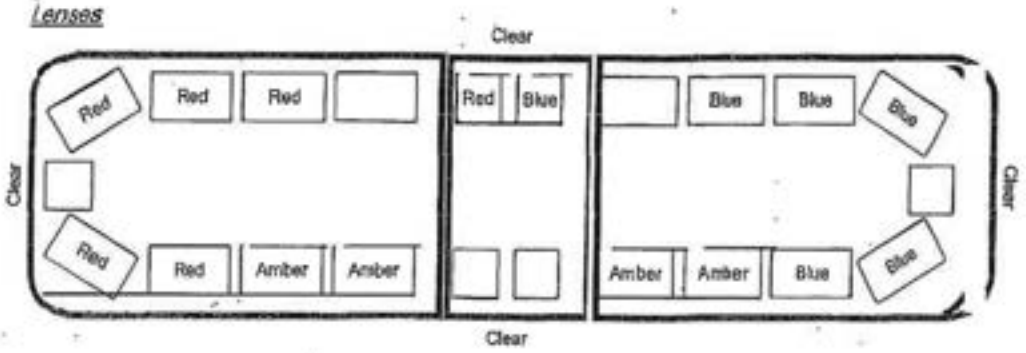
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

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Terms & Conditions

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at [illegible]. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

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damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: [illegible] Vendor Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

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By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

-- End of General Terms and Conditions --

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager
The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant 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

Please 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
There have not been any addenda issued for this bid.		

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Exhibit B - Original Government Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Supplier Contract

Contract Number	SCN105300
Contract Reference	97
Contract Start Date	10/01/2022
Contract End Date	09/30/2023
Buyer	Javier Terrazas
Phone Number	+1 (530) 889.4252 x4252
Email	JTerrazas@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services
Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com
County Contacts:
Probation Dept. Contact (Orders and Accounting): Chris Artim, Ph. #530-889-7912, Email: cartim@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: Lisa Lentz, Ph. #530-889-6919, sd'payables@placer.ca.gov
Placer County Fire: Sarah Poindexter, Ph. #530-889-4037
Placer County Fire Accounting: Glenn Nishimoto, Ph. #530-886-4623, AccountsPayableCEO@placer.ca.gov
Renewal of SCN104242
This is the third of four optional one-year renewal terms that were approved by the Board of Supervisors on September 24, 2019.

Payment Terms	Total Contract Amount
NET 30	$275,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN104242 - see attached for pricing, terms, and conditions	10/01/2022	09/30/2023	275,000.00

Brett Wood

Brett Wood, Purchasing Manager

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Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED. (SHALT); Add (2) 500 Series inboard LED: one red and one blue (5R1BR); Add (2) 500 Series inboard LED: one red and one blue (5L2BR); Add (2) TIR high output LED take downs, flashing or steady (SATAKED); and Add (2) 500 Series inboard LED, amber/amber (5LOAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	$1,750.0000	$ 26,250.00	60	Whelen Master Distributor
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKIT1	$57.0000	$ 855.00	60	Whelen Master Distributor
1.3	ZeeCom Supreme Siren with amplifier control module with pigtails, grille adapter bracket and microphone with COMCK2C included (20' coiled phone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00	$	60	Whelen Master Distributor
1.4	PB468 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing (bodyguard PB468	BK0534TAH15	$319.2000	$ 4,788.00	60	Setina Master Distributor
1.5	Partial Car Seal, black, with Laguna Seat Belts and Rear Cargo Cage. Partial car seat shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	$1,084.0000	$ 16,260.00	60	Laguna distributor
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing B-VS Series	PK0360TAH15SCA	$999.2500	$ 8,988.75	60	correct Part Number PK0360TAH15SCA
1.7	SnapGun Gun Lock	EA	15	Santa Cruz	SC-1H	$77.0400	$ 1,155.60	12	#2 Key
1.8	Ratchet Lock Gen 2	EA	15	Santa Cruz	SC-6H	$131.64		12	#2 Key
1.9	Mazzie Lip Portable Mount	EA	30	Santa Cruz	SC-915P	$69.9000	$ 2,098.70	12	Authorized Distributor
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	$29.40	$	60	Authorized Distributor
1.12	Plug in Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	$65.7200	$ 985.80	60	Authorized Distributor
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light. Color: BLUE	EA	45	Whelen	VTX6DSB	$84.99	$	60	Authorized Distributor
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light. Color: RED	EA	45	Whelen	VTX6DSR	$84.99	$	60	Authorized Distributor
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light. Color: CLEAR	EA	45	Whelen	VTX6DSC	$594.59	$	60	Authorized Distributor
1.16	LP0 Series Super-LED Lightheat Horizontal Mounting. Color: BLUE	EA	15	Whelen	RSR02ZCR	$660.60	$	60	Authorized Distributor
1.17	LP0 Series Super-LED Lightheat Horizontal Mounting. Color: RED	EA	15	Whelen	RSR02ZCR	$66.60	$	60	Authorized Distributor
1.18	Mounting Bracket for LP0 Series Super-LED Lightheat (Horizontal Mountings	EA	30	Whelen	RBKT1	$10.80	$	60	Authorized Distributor

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1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC	$154.99	3	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC	$154.99	3	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1042E	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Little 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis. Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERR	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM302Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC901	$1,142.0900	$ 13,704.90	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EKP03	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	CS100EN07	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Little Console Light	EA	1	Feederal Signal	LF12TRB	$86.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Ablo/ Shoe-Mo	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	DEEX2F-RR	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOSK	$42.0900	$ 42.09	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	036991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446	$113.4000	$ 113.40	60	Part Number 7160-0646
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219	$247.9000	$ 247.90	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tilt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	Go Light	7900	$244.1100	$ 244.11	36	Limited 1yr warranty
1.38	18" Console	EA	1	Troy Products	GC-880TR	384.48	$	60	Authorized Distributor
								SubAmt	$ 124,026.15

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DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditure	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronic, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	20	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Elec-mic weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	50	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna SF Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Alpha 2 products not specified above.	33	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	30	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	5	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS	
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	19	$105.0000	$ 1,890.00	All Labor billed at $105 per hour.	*
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	10	$105.0000	$ 1,050.00	All Labor billed at $105 per hour.	*
					Subtotal	$ 2,760.00	

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Percent Pay Discount - %	for invoices paid within (insert # of days)	or Net payment within (insert # of days)	Comments	
N/A	N/A	30	NET 30	*

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Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

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Additional Emergency Equipment Manufatures Discounts

Manufacture	Discount of List Price
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Hint	15%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	10%
Pico	35%
Pro-Gard	20%
Ram Mounts	15%
Stico	2%
Streamlight	30%
TigerTough	5%
Tomar	23%
Tuffy	20%
Unity	38%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%

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Exhibit C Insurance & Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. CONTRACTOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall

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be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its

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officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for bodily injury, property damage and personal and advertising injury with coverage for premises and operations, products and completed operations, and contractual liability (including, without limitation, indemnity obligations under this Contract) with limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence/aggregate for personal and advertising injury, $2,000,000 products and completed operations aggregate and $2,000,000 general aggregate.

COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

WORKERS' COMPENSATION insurance as required under the California Labor Code.

EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

GARAGEKEEPERS LIABILITY insurance with limits not less than one million dollars $1,000,000 per occurrence.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

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(i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or

(ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General, Garagekeepers and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General, Garagekeepers and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Garagekeepers Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General, Garagekeepers and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General and Garagekeepers Liability policies are required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and

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

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

(vi) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

(vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

(viii) The Commercial General, Garagekeepers and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS - -If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring

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that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: Melissa Perales 2/27/2023
Melissa Perales
Purchasing Manager
General Services Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Pauline Erickey 2/3/2023
Date
Supv./Sr. Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: Irma M. 2-28-23
Records Supervisor
~~Deputy~~

Stommel Inc., dba Lehr Automotive,

By: _____

Name: Jim Stommel

Title: President
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____

Name: Jim Stommel

Title: Secretary
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

VENDOR:
Stommel Inc., dba Lehr Automotive
Attention: Steve Adair
631 North Market Blvd Suite N
Sacramento, CA 95834
Phone: (916) 646-6626
FAX: (916) 646-6656
E-mail: steve@lehrauto.com

Attachments:
Exhibit A - Original Solicitation
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity

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Exhibit A - Original Solicitation

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $105 per hour Effective:

July 1, 2021

July 1, 2021

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $95.00 per hour to $105.00 per hour. We understand that this is almost a 10% increase from the previous year. Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken two labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

If you have any questions regarding the labor increase, please reach out to:

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

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: Lana Dich, Director of Finance

SUBJECT: **AUTHORIZE BID AWARDS FOR WATER DISTRIBUTION SYSTEM ITEMS AND SUPPLIES**

DATE: April 1, 2025

RECOMMENDATIONS

It is recommended that the City Council:

1) Authorize awarding an annual blanket purchase order to Aqua-Metric Sales Company (Aqua-Metric) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

2) Authorize awarding an annual blanket purchase order to Core & Main LP (Core & Main) in the not-to-exceed amount of $75,000 per fiscal year thru June 30, 2028; and

3) Authorize awarding an annual blanket purchase order to Ferguson US Holding, Inc. (Ferguson) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

4) Authorize awarding an annual blanket purchase order to S&J Supply Co, Inc. (S&J) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

5) Authorize awarding an annual blanket purchase order to Western Water Works Supply Company (Western) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

6) Authorize awarding an annual blanket purchase order to Yardley-Orgill (Yardley-Orgill) in the not-to-exceed amount of $75,000 per fiscal year through June 30, 2028; and

7) Authorize the City Manager to take any further necessary actions regarding this matter.

FISCAL IMPACT

Related expenditure funds will be primarily budgeted annually within the allocation for the Water Fund in Water Purchases (50104499), Distribution System Maintenance (50443001), and Production Facilities Maintenance (50443002). Purchase orders will be issued as needed, and funds will not be encumbered until a specific need arises. This will remain in effect through June 30, 2028.

BACKGROUND

The Department of Public Works—Maintenance Division is responsible for managing and maintaining the City's water distribution system. Maintenance includes routine inspections, repairs, and replacements. In addition, they provide on-call, after-hours maintenance services during emergencies. The overall goal is to ensure the infrastructure operates efficiently and effectively to reduce operating costs. For this reason, it is imperative to have negotiated contracts with suppliers that can provide the items when needed.

DISCUSSION

A competitive bid was released to ensure that the City has access to the items required to maintain the City's water distribution infrastructure. In January 2025, the City issued the bid (RFQ No. 25-5) for Water Distribution System Equipment and Supplies. The bid was posted via PlanetBids on January 21, 2025. In addition to posting on the City's PlanetBids site, the notice was advertised in local newspapers and other electronic sources.

Prospective bidders were provided with details regarding a comprehensive list of items. The list identified approximately 75 commonly used items, including meters, hydrants, repair clamps, couplings, and miscellaneous hardware. The bid closed on Tuesday, February 25, 2025, with six (6) bidders. The following is a list of the bidders that responded:

Aqua-Metric (Riverside, CA)
Core & Main (Santa Ana, CA)
Ferguson (Redondo Beach, CA)
S&J (Santa Fe Springs, CA)
Western Water (Chino Hills, CA)
Yardley-Orgill (Stanton, CA)

The bidders provided competitive pricing for most items; however, because of the diverse list, none could provide pricing for all of the items. For this reason, the City recommends

awarding each contractor a not-to-exceed contract for specific items. Doing so will ensure that staff has access to all items necessary to perform maintenance and repair services.

Upon awarding the agreement, the City's Procurement Division will work directly with the contractors to ensure timely inventory delivery as needed.

SUMMARY/NEXT STEPS

Staff recommends awarding multi-year purchase orders for Aqua-Metric, Core & Main, Ferguson, S&J, Western Water, and Yardley-Orgill water distribution system equipment, hardware, and supplies. These contractors were the lowest responsive bidders in response to a bid issued by the City. If approved, staff will authorize an annual blanket purchase order to each vendor for the designated not-to-exceed amount.

ATTACHMENTS

A. RFQ 25 – 5 Water Distribution System Equipment and Supplies
B. Bid Summary
C. Bid Results

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

REQUEST FOR QUOTES

RFQ 25-5

Water Distribution System Equipment and Supplies

Issue Date:	**Tuesday, January 21, 2025**
Questions Due Date:	**Thursday, February 6, 2025, at 2 pm Pacific**
Proposal Due Date:	**Thursday, February 20, 2025, at 2 pm Pacific**

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I. Introduction

The City of Santa Fe Springs ("City") is soliciting competitive bids from qualified contractors capable of providing equipment, hardware, and supplies necessary to maintain and repair the City's water distribution system following the specifications and terms and conditions identified in this Request for Quotes (RFQ).

The City hopes to establish a minimum two (2) year purchase order/agreement with possible extension options through this solicitation process. The City may select multiple contractors to ensure the availability and timely delivery of items when needed.

II. About the City of Santa Fe Springs

Santa Fe Springs is located in the southeast segment of the County of Los Angeles. Though incorporated in May 1957, the City's history dates back to 1871 when Dr. James E. Fulton came to the area and discovered a sulfur spring that was later developed into a health spa. Today, the City has approximately 18,800 residents and over 3,000 businesses.

The City provides a full range of municipal services, including police and fire, street maintenance, water utilities, recreational services, public library, and cultural events. Additionally, the City is responsible for two (2) other legally separate entities, which include the Successor Agency to the Redevelopment Agency and the Housing Successor Agency to the Housing Authority. The City's vision statement affirms, "The City of Santa Fe Springs is a great place to live, work, and play." The mission statement is, "The City of Santa Fe Springs is committed to enhancing the quality of life of its residents and businesses by providing a safe environment, a thriving business community, quality family, youth, and senior services, and sound financial management of the community's resources."

The guiding values are as follows:

- Personal integrity, honesty, and ethics
- Public service
- Compassion
- Responsibility, accessibility, and accountability
- Dedication

III. Schedule/Timeline

• Release Solicitation	Tuesday, January 21, 2025
• Online Q&A Deadline	Thursday, February 6, 2025, 2 pm Pacific
• Deadline to Submit Responses	Thursday, February 20, 2025, at 2 pm Pacific
• City Review of Submissions	Late February 2025
• Interviews	TBD (If Necessary)
• Notifications to Bidders	Early/Mid-March 2025
• Award	Mid-March 2025

IV. Scope of Work/Specifications

The City's Department of Public Works—Maintenance Division is responsible for maintaining and repairing the City's water distribution system. For this reason, the City must retain purchase orders/agreements for related items. The bidder(s) selected through this process are expected to furnish and deliver all necessary equipment, hardware, supplies, and related items as the City needs.

For a list of the items required, please visit the City's PlanetBids Portal and click the "Line Items" tab.

The Line Item list is limited to the City's commonly used items. The City may require related items that are not included on this list. Additional information regarding the specifications for some items can be found in the attachments under the "Documents" tab.

Please note that the City makes no commitment to any specific quantities during the agreement's term; actual quantities may vary depending on local needs. Quantities shown in the Line Items (PlanetBids) are annual estimates to evaluate bid results.

Delivery

All items must be packaged safely for transport to ensure a damage-free arrival. Items delivered damaged or with apparent defects will not be accepted or returned.

Unless otherwise requested, all items will be delivered to:

City of Santa Fe Springs
Municipal Services Yard
12636 Emmens Way
Santa Fe Springs, CA 90670

Deliveries must occur during normal City Warehouse operating hours, Monday through Thursday, 5:30 am–3:30 pm, excluding City–observed holidays. Upon delivery, the City will have a representative on hand to inspect the items.

Warranty

All items must carry a manufacturer's warranty, which begins when the City installs the item. The contractor is required to handle all warranty-related issues.

Price Changes/Adjustments

Any price changes after the initial twelve (12) month period must be negotiated with the City, but they shall not exceed the most recent available Los Angeles—Long Beach—Anaheim, CA Consumer Price Index (CPI) for all urban consumers. If prices increase beyond the CPI, the bidder must provide verifiable evidence from the product

manufacturer to support a requested increase. It will be at the sole discretion of the City to accept or reject such an increase.

V. Qualifications/Requirements

- When applicable, equipment/parts must meet the following standards:
  - California State Water Resources Control Board – Drinking Water Program (SWRCB-DDW)
  - AWWA Specifications and Standards
  - NSF/ANSI 61 Standards
  - APWA & ASME Specifications and Standards
  - OSHA Safety and Health Standards
  - California Code and Health and Safety Code

- The City primarily uses equipment/parts manufactured by:
  - Ford Meter Box
  - Metron-Farnier
  - Mueller Water Products
  - Sensus/Xylem Brand

  The ideal contractor will be authorized to sell equipment/parts from these manufacturers.

- Contractors located in the City of Santa Fe Springs are preferred, but contractors outside the City are still highly encouraged to participate.

VI. Instructions to Bidders

Interested bidders should submit a complete bid for the items/services they can provide to the City. When preparing your submittal, please reference the list below to ensure all items have been included. All submissions must consist of the following:

A. Cover/Introductory Letter that includes the following:

- Business name
- Address
- Contact Person Name/Title
- E-mail Address and Phone Number
- Statement of Capabilities (description of your firm's ability to provide the items/services described in the scope of work/services, and describe any relevant experience)

B. Cost Proposal (Please use the Line-Item Tab in PlanetBids to submit your pricing for the requested items. Supplemental attachments that provide additional information are acceptable)

C. References (See Attachment A)

D. Non-Collusion Affidavit (See Attachment B)

VII. Process for Submitting Bids

All bids must be submitted electronically via PlanetBids. Submissions must be received by Thursday, February 20, 2025, at 2 pm Pacific. Submissions will not be accepted after this deadline. Faxed, mailed, or e-mailed submissions will not be accepted.

To access the City's PlanetBids website, please visit:

https://vendors.planetbids.com/portal/65093/portal-home

Prospective bidders must register with PlanetBids before being able to view or submit a response.

VIII. Inquiries/Questions

Inquiries/questions regarding this solicitation must be submitted via PlanetBids by Thursday, February 6, 2025, at 2 pm Pacific.

IX. Submission Criteria

The City may contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of submission; and seek and review any other information deemed pertinent to the evaluation process.

After submissions have been reviewed, discussions with prospective firms may or may not be required. An electronic notice may be sent to the bidders selected. The award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully and expeditiously, the City may negotiate with another bidder or withdraw the solicitation.

X. Prevailing Wages (If Applicable)

Legislation by the State of California imposes prevailing wage requirements on the work to be performed by the vendor/contractor during the term of this agreement.

Department of Industrial Relations (DIR) Registration Requirements:

> No vendor/contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.l(a)].
>
> No vendor/contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5.

This vendor/contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vendor/Contractor acknowledges and agrees that it is responsible for compliance with all state law requirements governing employment and payment of apprentices, as outlined in Labor Code section 1777.5, and elsewhere, which this reference fully incorporates herein.

XI. Wage Rates for State-funded Projects/Contracts (if Applicable)

Bid specifications require the vendor/contractor and any subcontractors to pay prevailing wage ("Prevailing Wage Rates") to persons they employ for work under this contract. Following the provisions of Section 1773 of the Labor Code of the State of California, the City has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the State of California Director of Industrial Relations's home page, www.dir.ca.gov/dlsr/.

XII. Standard Terms and Conditions

A. Specifications and Qualifications: Bidders shall carefully review all specifications, drawings, scopes of work, and any other bid requirements, including but not limited to insurance, bonding, licensing, references, affidavits, certifications, etc., that may be called for in the bid documents, to ensure qualifications and submission of a responsive bid or proposal. All requirements specified in the bid documents will be made a part of any contract with the successful bidder.

B. Questions: Any questions concerning this bid request are to be directed in writing to the City's Procurement Manager or the person named in the bid documents electronically by the date indicated in the bid. If no specific date is indicated, questions are due no later than seven (7) calendar days before the scheduled bid submittal date. Attempts to obtain information from other City employees or representatives during the bid cycle may disqualify a bidder. Answers to such inquiries and any revision, deletion, or addition to the bid will be posted on the City's PlanetBids website. Bidders should check the website for any addendums prior to submitting their bid.

C. Price Errors/Discrepancies: In the event of discrepancies between totals, unit price extensions, and summaries of totals, the unit price correctly extended will control.

D. Single or Multiple Awards: If more than one item appears on the bid proposal form and no statement to the contrary is set forth therein, the City reserves the right to:

1. Make multiple awards based upon prices submitted; or
2. Make one award based upon the total price of all items.

E. Open Competition: The City encourages all qualified business firms to submit proposals. The Department of Finance will assist by providing detailed instructions, procurement policies, and other relevant information upon request to any potential bidder seeking assistance.

F. Federally Funded Purchases: For projects designated as federally funded, the successful bidder will be required to certify prior to award that it has a written affirmative action program and complies with all federal, state, and local laws and regulations pertaining to affirmative action and non-discrimination.

Vendor/contractor must also certify that they have not been disbarred and comply with any additional Federal regulations that may be indicated within the specific bid documents. When this provision is applicable to the bid, this certification shall be made on the bid form that will be provided with the bid documents.

G. New Materials: Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.

H. Alternates/Substitutions: When bidding an item believed to be equal to that specified where equals are called for, sufficient supporting data to enable the City to determine whether the proposed item is equal must accompany your bid. Vendors/Contractors should refer to the specification pages to determine if alternate products or specifications will be considered, and to determine any pre-qualification requirements that may be applicable.

I. Exceptions: Exceptions to the City's specifications, terms, or conditions taken at the time of or after bid submittal may render the bid non-responsive and result in disqualification. Vendors/Contractors wishing to request such exceptions are requested to notify the City of such a request prior to the bid due date to allow for consideration and notification of acceptance or rejection of such request.

J. Lowest Responsive, Responsible Bidder: It is understood that, except as may be otherwise expressly provided in the bid documents, the award will be made to the lowest responsive, responsible bidder where the bids are for identical items or supplies, subject to the right to reject any and all bids. When bids call for articles or supplies that are similar but of different brands or make, the City may accept the bid of the bidder who submits the article or supply which, in the City's judgment, is deemed best for the City, although it may not be the lowest bid.

K. Sales Tax/Taxes: The City's sales tax rate is 10.5%. When submitting their response, bidders should submit their bid prices without including sales taxes. The City is exempt from Federal Excise tax.

L. Informality or Irregularity: The City reserves the right to waive any informality or irregularity in a bid when it is in the City's advantage and best interest to do so. It is further understood that if the bidder to whom any award is made fails to enter into an agreement in a timely manner, the award may be made to the next lowest responsible bidder, who shall be bound to perform as if he had received the award in the first instance.

M. Discounts/Rebates: All discounts or proposed rebates must be incorporated as reductions in the bid prices and not shown separately. The price shown in the unit price and its extension shall be used in determining the award.

N. Payment Terms: The City's standard payment terms are net 30 days. Payment will be made within thirty days of acceptance of goods or services and receipt of invoice, whichever occurs last. Discount payment terms may be offered; however, they will not be considered in determining lowest responsive bid award.

O. Non-Collusion: By submitting a bid, bidder certifies they have not divulged, discussed or compared their bid with other bidders, nor colluded with any other bidder or parties to the request for bid.

P. Applicable Laws: All applicable laws and regulations of the State of California, County of Los Angeles, and City of Santa Fe Springs will apply to any resulting agreement, contract, or purchase order. Bidders are responsible to comply with all Federal, State and local rules, regulations and requirements applicable to their provision of the items and/or services to the City.

Q. Patents, Royalties, and License Fees: Should any articles being bid be protected by patent, copyright, royalties, and/or license fees, the successful bidder shall include any such royalties or license fees in their bid price and defend all suits or claims for infringement of any patent right against the City. Successful bidder shall hold the City of Santa Fe Springs harmless from any loss on account thereof and cost and attorney's fees incurred, therefore.

R. Quality Guaranty: All items furnished shall be new, of good workmanship, in full accordance with the specifications, and free of defects. Items will be subject to inspection by the City. If any product or service delivered shows evidence of shipping damage or defects, does not meet applicable specifications, or does not perform to the standards the vendor/contractor represents, the City shall reject same. The vendor/contractor will refund the money that has been paid and bear all costs of removal and return of the products. Unless otherwise specified, all products provided shall have a warranty of at least twelve (12) months on workmanship, parts, and labor.

S. Hold Harmless and Indemnification: The successful bidder shall agree to indemnify, defend and hold harmless the City (including its employees, officials, and representatives) from and against any and all claims of any kind or nature presented against the City arising out of vendor's/contractor's (including employees, representatives, products and subcontractors) performance under any purchase order or agreement resulting from this bid, excepting only such claims, costs or liability which may arise out of the sole negligence of the City.

T. Bonding and Insurance Requirements: Some purchases may require bonding and/or insurance. Specific requirements will be stated in the applicable bid documents. In the event bonding is needed, bonds shall be submitted in a form acceptable to the City. When work will be performed on City property, the City's standard insurance requirements (shown below) will apply, unless otherwise indicated in the bid specifications.

Commercial General Liability	**$2,000,000**
Business Automobile Liability	**$1,000,000**
Professional Liability or Errors and Omissions	**$2,000,000**
Workers' Compensation and Employer's Liability	**$1,000,000**
Cyber Liability Insurance	**$1,000,000**
Tech. Professional Liability Errors & Omissions	**$2,000,000**

City of Santa Fe Springs to be named as an Additional Insured. In addition, coverage shall be primary non-contributory. All policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation. Insurance policies to be in a form and written through companies acceptable to the City.

Vendors/contractors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed case-by-case, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

U. Addenda: Any changes, deletions, or additions to this bid solicitation will be made by addendum numbered sequentially and posted via PlanetBids.

V. Right to Reject: The City of Santa Fe Springs reserves the right to accept or reject any/all bids.

W. Extension to Other Public Agencies: The awarded bidder(s), at their discretion, may offer the prices, terms, and conditions of this bid to other public agencies with the mutual agreement of both the entity and bidder. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would

be directly with the awarded bidder. The City will not be held responsible for any dispute that arise as a result of such an agreement.

Please review:

Attachment A – References
Attachment B – Non-Collusion Affidavit

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFQ 25 – 5
Water Distribution System Equipment and Supplies
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name _____

Entity Address _____

Name of Contact_____

Telephone Number of Contact_____

Email of Contact _____

Project Title_____

Date of Project_____

Entity Name _____

Entity Address _____

Name of Contact_____

Telephone Number of Contact_____

Email of Contact _____

Project Title_____

Date of Project_____

Entity Name _____

Entity Address _____

Name of Contact_____

Telephone Number of Contact_____

Email of Contact _____

Project Title_____

Date of Project_____

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RFQ 25 – 5 Water Distribution System Equipment and Supplies
ATTACHMENT B – Non-Collusion Affidavit

(COMPLETE AND RETURN WITH YOUR PROPOSAL)

NON-COLLUSION AFFIDAVIT

PLEASE SUBMIT THIS NONCOLLUSION DECLARATION WITH YOUR BID DOCUMENTS/PROPOSAL

The undersigned declares:
I, _____ [your name], am a representative of _____ [entity bidding], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], a _____[city], _____[state].

Bidder's Name (Printed):_____

Bidder's Entity Name:_____

Bidder's Signature:_____

Bidder's Title:_____

Notice Inviting Bids
City of Santa Fe Springs
Request for Quotes No. 25-5
Water Distribution System Equipment and Supplies

The City of Santa Fe Springs invites bids from qualified vendor(s) to provide water distribution system equipment, hardware, supplies, and other related items in accordance to the terms and conditions of Request for Quotes (RFQ) No. 25-5.

To view the complete proposal package and associated documents, visit https://pbsystem.planetbids.com/portal/65093/portal-home and click “Bid Opportunities” or https://vendors.planetbids.com/portal/65093/bo/bo-detail/124629 to access the project directly. You can also visit the City's website and find the link above on the "Bids & Proposals" webpage.

Questions/inquiries regarding this opportunity must be submitted via the PlanetBids Portal by **Thursday, February 6, 2025, at 2:00 pm. Pacific**. The City will not respond to any questions/inquiries submitted after this deadline.

Please review all related documents in their entirety before submitting a response. Responses must be submitted electronically via the City’s PlanetBids Portal by **Thursday, February 20, at 2:00 pm Pacific**. Any proposals received after this deadline will be deemed non-responsive, and the City reserves the right to reject them.

Responses to this request will be evaluated to determine the most qualified and responsive vendors. Responses must adhere to the format and content described in the RFQ. Responses will not be evaluated unless all parts requested are submitted in a complete package.

City of Santa Fe Springs
Bid Results for Project Water Distribution System Equipment and Supplies (RFQ 25-5)
Issued on 01/21/2025
Bid Due on February 25, 2025 2:00 PM (PDT)

Line Totals (Unit Price * Quantity)

Item Num	Section	Description	Unit of Measure	Quantity	Aqua-Metric	Yardy-Orgill	S&J	Ferguson	Core & Main	Western Water Works
1	Water Meters	Sensus 3/4" SRII Water Meter CCF(Short)-Domestic	/Unit	5	$952.30	no bid	no bid	no bid	$1,700.00	no bid
2	Water Meters	Sensus 1" SRII Water Meter CCF-Domestic	/Unit	5	$1,225.00	no bid	no bid	no bid	$2,150.00	no bid
3	Water Meters	Sensus 1 1/2" OMNI R2 Water Meter CCF-Domestic	/Unit	5	$3,100.00	no bid	no bid	no bid	$5,650.00	no bid
4	Water Meters	Sensus 1 1/2" OMNI R2 Water Meter CCF-Reclaimed	/Unit	5	$3,225.00	no bid	no bid	no bid	$5,825.00	no bid
5	Water Meters	Sensus 2" OMNI R2 Water Meter CCF-Domestic	/Unit	5	$4,340.00	no bid	no bid	no bid	$7,875.00	no bid
6	Water Meters	Metron Farnier Spectrum Jet 30D "Smart Water Meter"	/Unit	5	no bid	no bid	no bid	no bid	$2,675.00	no bid
7	Water Meters	Metron Farnier Spectrum Jet 30DB "Smart Water Meter"	/Unit	5	no bid	no bid	no bid	no bid	$2,350.00	no bid
8	Water Meters	Metron Farnier Spectrum Jet 50DLC "Smart Water Meter"	/Unit	5	no bid	no bid	no bid	no bid	$3,300.00	no bid
9	Water Meters	Metron Farnier Spectrum Jet 88DL "Smart Water Meter"	/Unit	5	no bid	no bid	no bid	no bid	$5,925.00	no bid
10	Water Meters	Metron Farnier Spectrum Jet 175D "Smart Water Meter"	/Unit	5	no bid	no bid	no bid	no bid	$11,225.00	no bid
11	Water Meters	Metron Farnier Spectrum Jet 500D 3-Inch "Smart Water Meter"	/Unit	5	no bid	no bid	no bid	no bid	$18,725.00	no bid
12	Water Meters	Metron Farnier Spectrum Jet 1000D 4-Inch "Smart Water Meter"	/Unit	5	no bid	no bid	no bid	no bid	$25,600.00	no bid
13	Water Meter Boxes	Water Meter Box - 10" x 20"	/Unit	25	no bid	$2,318.75	$3,675.00	$3,662.25	$2,038.50	$3,462.50
14	Water Meter Boxes	Water Meter Box - 12" x 22"	/Unit	25	no bid	$2,920.75	$4,175.00	$4,641.50	$1,731.75	$4,385.00
15	Water Meter Boxes	Water Meter Box - 17" x 28"	/Unit	25	no bid	$3,453.25	$5,775.00	$5,774.75	$2,567.75	$5,455.00
16	Water Meter Boxes	Water Meter Box - 17" x 30"	/Unit	25	no bid	$3,917.75	$6,325.00	$6,775.00	$3,444.25	$6,400.00
17	Valves	4" Resilient Wedge Gate Valve All Flange	/Unit	5	no bid	$3,752.95	$3,480.00	$3,596.00	$3,505.50	$2,905.00
18	Valves	6" Resilient Wedge Gate Valve All Flange	/Unit	5	no bid	$5,014.70	$4,652.05	$4,807.10	$4,686.10	$3,880.00
19	Valves	8" Resilient Wedge Gate Valve All Flange	/Unit	5	no bid	$7,839.10	$7,265.00	$7,512.00	$7,322.95	$6,060.00
20	Valves	3' Stem Extension Carbon Steel	/Unit	10	no bid	$1,650.00	$2,553.80	$435.10	$1,824.20	$1,937.00
21	Valves	18" x 30" Air Value Enclosure (Color - Sandstone)	/Unit	5	no bid	$187.50	$3,000.00	$2,508.35	$2,362.65	$2,508.50
22	Valves	24" x 36" Air Value Enclosure (Color - Sandstone)	/Unit	5	no bid	$212.50	$3,500.00	$2,987.20	$2,824.20	$2,987.50
23	Hydrant/Hydrant Related Items	JONES J4060 FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	10	no bid	no bid	$33,661.60	$35,072.90	$35,810.30	$34,340.00
24	Hydrant/Hydrant Related Items	JONES J4060HP FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	5	no bid	no bid	$16,830.80	$17,536.45	$17,905.15	$17,170.00
25	Hydrant/Hydrant Related Items	Jones Break Off Check Valves	/Unit	10	no bid	no bid	$24,901.60	$24,861.70	$25,663.70	$25,120.00
26	Hydrant/Hydrant Related Items	Jones Hose Cap w/ Chain - Size 2 1/2"	/Unit	20	no bid	no bid	$860.00	$883.80	$728.40	$372.00
27	Hydrant/Hydrant Related Items	Jones Hose Cap w/ Chain - Size 4"	/Unit	20	no bid	no bid	$1,960.00	$2,105.80	$1,811.40	$372.00
28	Hydrant/Hydrant Related Items	Hydrant Bury 6" x 36" 6 Holes w/ PJ Shoe	/Unit	5	no bid	$2,217.65	$2,230.00	$2,052.75	$2,052.80	$2,098.50
29	Hydrant/Hydrant Related Items	Hydrant Bury 6" x 48" 6 Holes w/ PJ Shoe	/Unit	5	no bid	$2,238.55	$2,425.00	$2,131.65	$2,131.65	$2,179.00
30	Hydrant/Hydrant Related Items	Hydrant Bury 6" x 60 "6 Holes w/ PJ Shoe	/Unit	5	no bid	$3,525.00	$3,500.00	$3,265.90	$3,265.95	$3,339.00
31	Repair Clamps	4" Wide Range Coupling	/Unit	10	no bid	$2,334.00	no bid	$1,769.20	$4,919.00	$1,779.00
32	Repair Clamps	6" Wide Range Coupling	/Unit	10	no bid	$2,991.70	no bid	$1,750.30	$4,803.20	$1,760.00
33	Repair Clamps	8" Wide Range Coupling	/Unit	10	no bid	$3,367.60	no bid	$2,157.00	$5,996.70	$2,169.00
34	Repair Clamps	10" Wide Range Coupling	/Unit	10	no bid	$4,609.80	no bid	$3,341.10	$7,572.30	$3,360.00
35	Repair Clamps	12" Wide Range Coupling	/Unit	10	no bid	$5,213.70	no bid	$3,771.20	$8,527.70	$3,793.00
36	Repair Clamps	4" REPAIR CLAMP/15" LONG	/Unit	5	no bid	$806.95	no bid	$619.40	$780.95	$623.00
37	Repair Clamps	6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	no bid	$1,355.85	no bid	$857.80	$1,312.10	$863.00
38	Repair Clamps	8" REPAIR CLAMP/15" LONG	/Unit	5	no bid	$1,198.55	no bid	$762.80	$1,172.50	$767.50
39	Repair Clamps	10" Repair Clamp X 15" LONG	/Unit	5	no bid	$1,627.40	no bid	$938.65	$1,592.05	$944.00
40	Repair Clamps	12" Repair Clamp x 15" LONG	/Unit	5	no bid	$1,851.65	no bid	$975.95	$1,811.45	$981.50
41	Repair Clamps	4" REPAIR CLAMP/15" LONG/2IP	/Unit	5	no bid	$1,176.60	no bid	$760.55	$1,151.05	$765.00
42	Repair Clamps	6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	no bid	$1,306.80	no bid	$1,282.40	$1,855.15	$1,289.50
43	Repair Clamps	8" REPAIR CLAMP/15" LONG/2IP	/Unit	5	no bid	$1,568.30	no bid	$904.60	$1,534.20	$910.00
44	Repair Clamps	10" REPAIR CLAMP/15" LONG/2 IP	/Unit	5	no bid	$1,997.10	no bid	$1,310.85	$1,932.70	$1,318.50
45	Service Saddles	4" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	20	no bid	$1,397.00	$1,132.20	no bid	$1,292.20	$1,430.00
46	Service Saddles	4" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	no bid	$1,267.00	$1,025.00	no bid	$1,171.60	$1,298.00
47	Service Saddles	6" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	no bid	$849.80	$688.70	no bid	$786.00	$870.00
48	Service Saddles	6" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	no bid	$1,490.40	$1,209.00	no bid	$1,379.60	$1,528.00
49	Service Saddles	10" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	no bid	$1,416.80	$1,148.80	no bid	$1,310.90	$1,451.00
50	Service Saddles	10" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	no bid	$2,288.20	$1,860.00	no bid	$2,116.20	$2,343.00
51	Pipe Spools (L X W)	30" x 4" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	no bid	$1,941.20	$2,050.00	$2,165.75	$1,603.30	$2,178.00
52	Pipe Spools (L X W)	6" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	no bid	$1,826.05	$1,840.00	$2,027.45	$1,543.50	$2,051.00
53	Pipe Spools (L X W)	72" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	no bid	$3,741.20	$3,935.00	$4,153.85	$3,005.45	$4,202.00
54	Pipe Spools (L X W)	84" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	no bid	$4,129.40	$4,100.00	$4,576.90	$3,603.30	$4,632.50
55	Couplings (Jones or Ford Preferred)	5/8" x3/4" COUPLING MTR NUT/MIP	/Unit	90	no bid	$1,233.90	$1,755.00	$1,069.20	$1,206.00	$1,098.00
56	Couplings (Jones or Ford Preferred)	3/4" CPLG CTS GJ/CTS GJ	/Unit	45	no bid	$1,156.95	$938.70	$1,002.60	$1,130.40	$1,030.50
57	Couplings (Jones or Ford Preferred)	1" CPLG CTS GJ/CTS GJ	/Unit	45	no bid	$1,323.00	$1,024.20	$1,147.05	$1,249.65	$1,174.50
58	Couplings (Jones or Ford Preferred)	2" CPLG CTS GJ/CTS GJ	/Unit	30	no bid	$3,984.00	$3,251.10	$3,453.90	$3,681.00	$3,537.00
59	Couplings (Jones or Ford Preferred)	1" ELL90 CTS PJ/CTS PJ	/Unit	30	no bid	$1,279.80	$990.00	$1,109.40	$1,182.60	$1,137.00
60	Couplings (Jones or Ford Preferred)	2" ELL90 MIP/CTS PJ	/Unit	30	no bid	$4,801.20	$3,930.00	$4,162.50	$4,435.80	$4,263.00
61	Couplings (Jones or Ford Preferred)	1" BALL VALVE FIP/FIP	/Unit	10	no bid	$1,155.50	$941.00	$1,001.80	$1,067.70	$1,026.00
62	Couplings (Jones or Ford Preferred)	2" BALL VALVE FIP/FIP	/Unit	10	no bid	$3,401.20	$2,840.60	$2,923.20	$3,115.20	$3,020.00
63	Couplings (Jones or Ford Preferred)	1/4" Yellow Brass Close Nipple	/Unit	100	no bid	$141.00	$336.00	$218.00	$291.00	$120.00
64	Couplings (Jones or Ford Preferred)	Brass Lead Free Elbow, Compression x Male Connector, 3/8" Pipe Size	/Unit	25	no bid	no bid	$150.00	$93.50	$91.50	no bid
65	Couplings (Jones or Ford Preferred)	Brass Lead Free Elbow, Compression x Male Connector, 1/2" Pipe Size	/Unit	25	no bid	no bid	$225.00	$135.00	$456.50	no bid
66	Misc Items/Supplies/Hardware	Curb Stop Wrench - 1-1/2? & 2? – 36? long	/Unit	10	no bid	$517.70	$670.00	$676.90	$550.00	$514.00
67	Misc Items/Supplies/Hardware	Wood Wedges 2"x4"x8"	/Unit	250	no bid	no bid	$1,225.00	$970.00	$1,070.00	$125.00

68	Misc Items/Supplies/Hardware	Type K Soft Copper Tubing 3/4", Rolled (/Foot)	/Foot	100	no bid	$772.00	$708.00	$788.00	$752.00	$52,200.00
69	Misc Items/Supplies/Hardware	Type K Soft Copper Tubing 1" (/Foot)	/Foot	100	no bid	$990.00	$940.00	$1,045.00	$999.00	$69,600.00
70	Misc Items/Supplies/Hardware	Polywrap - 340' Roll - Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 10-12", Lay Flat Width - 27")	/Roll	5	no bid	$898.00	$950.00	$918.00	$869.35	$901.00
71	Misc Items/Supplies/Hardware	Polywrap - 340' Roll - Black or Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 6-8", Lay Flat Width - 20")	/Roll	5	no bid	$666.25	$750.00	$680.00	$656.85	$671.00
72	Misc Items/Supplies/Hardware	Pipe Wrap Tape - 2" X 100' - 10MIL Black PVC Corrosion Protection	/Roll	50	no bid	$250.00	$350.00	$407.00	$218.50	$320.00
73	Misc Items/Supplies/Hardware	4" 316 SS Flange Bolt Kit w/ Blue Nuts 5/8 x3"	/Unit	50	no bid	$1,000.00	$1,450.00	$1,190.50	$1,182.00	$980.00
74	Misc Items/Supplies/Hardware	6" 316 SS Flange Bolt Kit w/ Blue Nuts 3/4 x 3 1/4"	/Unit	50	no bid	$1,525.00	$1,900.00	$1,768.50	$1,857.50	$1,660.00
75	Misc Items/Supplies/Hardware	Brass Bolts for 1 1/2" and 2" Meters	/Unit	50	no bid	$765.00	$550.00	$838.50	$206.50	$375.00
76	Misc Items/Supplies/Hardware	Hydrant Hollow Bolt Kits	/Unit	20	no bid	$165.00	$300.00	$611.80	$604.40	$130.00

Bid Results

Bidder Details

Vendor Name	Aqua-Metric Sales Company
Address	4050 Flat Rock Drive Riverside, California 92505 United States
Respondee	Kristy Segarra
Respondee Title	Bids and Proposals
Phone	210-967-6300
Email	procurements@aqua-metric.com
Vendor Type	CADIR
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	02/25/2025 10:46 AM (PST)
Delivery Method	Electronic Upload to Planet Bids at 10:40 AM PST
Bid Responsive	
Bid Status	Submitted
Confirmation #	415689

Respondee Comment

Thank you for the opportunity.

Buyer Comment

Attachments

File Title	File Name	File Type
RFQ 25-5 Cover Letter_Aqua-Metric.pdf	RFQ 25-5 Cover Letter_Aqua-Metric.pdf	Cover/Introductory Letter (See Section VI.A. - Instructions to Bidders)
RFQ 25-5 Attachment A - References.pdf	RFQ 25-5 Attachment A - References.pdf	References (See Attachment A)
RFQ 25-5 Attachment B - Non-Collusion Affidavit_Aqua-Metric Signed.pdf	RFQ 25-5 Attachment B - Non-Collusion Affidavit_Aqua-Metric Signed.pdf	Non-Collusion (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment

Water Meters							**$12,842.3000**		
1			**Sensus 3/4" SRII Water Meter CCF(Short)-Domestic**	**/Unit**	**5**	**$190.4600**	**$952.3000**	**Yes**	**See response upload for additional information.**
2			**Sensus 1" SRII Water Meter CCF-Domestic**	**/Unit**	**5**	**$245.0000**	**$1,225.0000**	**Yes**	**See response upload for additional information.**
3			**Sensus 1 1/2" OMNI R2 Water Meter CCF-Domestic**	**/Unit**	**5**	**$620.0000**	**$3,100.0000**	**Yes**	**See response upload for additional information.**
4			**Sensus 1 1/2" OMNI R2 Water Meter CCF-Reclaimed**	**/Unit**	**5**	**$645.0000**	**$3,225.0000**	**Yes**	**See response upload for additional information.**
5			**Sensus 2" OMNI R2 Water Meter CCF-Domestic**	**/Unit**	**5**	**$868.0000**	**$4,340.0000**	**Yes**	**See response upload for additional information.**
6			**Metron Farnier Spectrum Jet 30D "Smart Water Meter"**	**/Unit**	**5**		**$0.0000**	**No**	
7			**Metron Farnier Spectrum Jet 30DB "Smart Water Meter"**	**/Unit**	**5**		**$0.0000**	**No**	
8			**Metron Farnier Spectrum Jet 50DLC "Smart Water Meter"**	**/Unit**	**5**		**$0.0000**	**No**	
9			**Metron Farnier Spectrum Jet 88DL "Smart Water Meter"**	**/Unit**	**5**		**$0.0000**	**No**	
10			**Metron Farnier Spectrum Jet 175D "Smart Water Meter"**	**/Unit**	**5**		**$0.0000**	**No**	
11			**Metron Farnier Spectrum Jet 500D 3-Inch "Smart Water Meter"**	**/Unit**	**5**		**$0.0000**	**No**	
12			**Metron Farnier Spectrum Jet 1000D 4-Inch "Smart Water Meter"**	**/Unit**	**5**		**$0.0000**	**No**	
Water Meter Boxes							**$0.0000**		
13			**Water Meter Box - 10" x 20"**	**/Unit**	**25**		**$0.0000**	**No**	
14			**Water Meter Box - 12" x 22"**	**/Unit**	**25**		**$0.0000**	**No**	
15			**Water Meter Box - 17" x 28"**	**/Unit**	**25**		**$0.0000**	**No**	
16			**Water Meter Box - 17" x 30"**	**/Unit**	**25**		**$0.0000**	**No**	
Valves							**$0.0000**		
17			**4" Resilient Wedge Gate Valve All Flange**	**/Unit**	**5**		**$0.0000**	**No**	
18			**6" Resilient Wedge Gate Valve All Flange**	**/Unit**	**5**		**$0.0000**	**No**	
19			**8" Resilient Wedge Gate Valve All Flange**	**/Unit**	**5**		**$0.0000**	**No**	
20			**3' Stem Extension Carbon Steel**	**/Unit**	**10**		**$0.0000**	**No**	
21			**18" x 30" Air Value Enclosure (Color - Sandstone)**	**/Unit**	**5**		**$0.0000**	**No**	
22			**24" x 36" Air Value Enclosure (Color - Sandstone)**	**/Unit**	**5**		**$0.0000**	**No**	
Hydrant/Hydrant Related Items							**$0.0000**		
23			**JONES J4060 FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW**	**/Unit**	**10**		**$0.0000**	**No**	
24			**JONES J4060HP FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW**	**/Unit**	**5**		**$0.0000**	**No**	
25			**Jones Break Off Check Valves**	**/Unit**	**10**		**$0.0000**	**No**	
26			**Jones Hose Cap w/ Chain - Size 2 1/2"**	**/Unit**	**20**		**$0.0000**	**No**	
27			**Jones Hose Cap w/ Chain - Size 4"**	**/Unit**	**20**		**$0.0000**	**No**	
28			**Hydrant Bury 6" x 36" 6 Holes w/ PJ Shoe**	**/Unit**	**5**		**$0.0000**	**No**	
29			**Hydrant Bury 6" x 48" 6 Holes w/ PJ Shoe**	**/Unit**	**5**		**$0.0000**	**No**	
30			**Hydrant Bury 6" x 60 "6 Holes w/ PJ Shoe**	**/Unit**	**5**		**$0.0000**	**No**	
Repair Clamps							**$0.0000**		
31			**4" Wide Range Coupling**	**/Unit**	**10**		**$0.0000**	**No**	
32			**6" Wide Range Coupling**	**/Unit**	**10**		**$0.0000**	**No**	
33			**8" Wide Range Coupling**	**/Unit**	**10**		**$0.0000**	**No**	
34			**10" Wide Range Coupling**	**/Unit**	**10**		**$0.0000**	**No**	
35			**12" Wide Range Coupling**	**/Unit**	**10**		**$0.0000**	**No**	
36			**4" REPAIR CLAMP/15" LONG**	**/Unit**	**5**		**$0.0000**	**No**	
37			**6" REPAIR CLAMP/15" LONG/2IP**	**/Unit**	**5**		**$0.0000**	**No**	
38			**8" REPAIR CLAMP/15" LONG**	**/Unit**	**5**		**$0.0000**	**No**	
39			**10" Repair Clamp X 15" LONG**	**/Unit**	**5**		**$0.0000**	**No**	
40			**12" Repair Clamp x 15" LONG**	**/Unit**	**5**		**$0.0000**	**No**	
41			**4" REPAIR CLAMP/15" LONG/2IP**	**/Unit**	**5**		**$0.0000**	**No**	
42			**6" REPAIR CLAMP/15" LONG/2IP**	**/Unit**	**5**		**$0.0000**	**No**	
43			**8" REPAIR CLAMP/15" LONG/2IP**	**/Unit**	**5**		**$0.0000**	**No**	
44			**10" REPAIR CLAMP/15" LONG/2 IP**	**/Unit**	**5**		**$0.0000**	**No**	
Service Saddles							**$0.0000**		

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
45			4" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	20		$0.0000	No	
46			4" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10		$0.0000	No	
47			6" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10		$0.0000	No	
48			6" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10		$0.0000	No	
49			10" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10		$0.0000	No	
50			10" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10		$0.0000	No	
Pipe Spools (L X W)							$0.0000		
51			30" x 4" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5		$0.0000	No	
52			6" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5		$0.0000	No	
53			72" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5		$0.0000	No	
54			84" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5		$0.0000	No	
Couplings (Jones or Ford Preferred)							$0.0000		
55			5/8" x3/4" COUPLING MTR NUT/MIP	/Unit	90		$0.0000	No	
56			3/4" CPLG CTS GJ/CTS GJ	/Unit	45		$0.0000	No	
57			1" CPLG CTS GJ/CTS GJ	/Unit	45		$0.0000	No	
58			2" CPLG CTS GJ/CTS GJ	/Unit	30		$0.0000	No	
59			1" ELL90 CTS PJ/CTS PJ	/Unit	30		$0.0000	No	
60			2" ELL90 MIP/CTS PJ	/Unit	30		$0.0000	No	
61			1" BALL VALVE FIP/FIP	/Unit	10		$0.0000	No	
62			2" BALL VALVE FIP/FIP	/Unit	10		$0.0000	No	
63			1/4" Yellow Brass Close Nipple	/Unit	100		$0.0000	No	
64			Brass Lead Free Elbow, Compression x Male Connector, 3/8" Pipe Size	/Unit	25		$0.0000	No	
65			Brass Lead Free Elbow, Compression x Male Connector, 1/2" Pipe Size	/Unit	25		$0.0000	No	
Misc Items/Supplies/Hardware							$0.0000		
66			Curb Stop Wrench - 1-1/2? & 2? – 36? long	/Unit	10		$0.0000	No	
67			Wood Wedges 2"x4"x8"	/Unit	250		$0.0000	No	
68			Type K Soft Copper Tubing 3/4", Rolled (/Foot)	/Foot	100		$0.0000	No	
69			Type K Soft Copper Tubing 1" (/Foot)	/Foot	100		$0.0000	No	
70			Polywrap - 340' Roll - Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 10-12", Lay Flat Width - 27")	/Roll	5		$0.0000	No	
71			Polywrap - 340' Roll - Black or Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 6-8", Lay Flat Width - 20")	/Roll	5		$0.0000	No	
72			Pipe Wrap Tape - 2" X 100' - 10MIL Black PVC Corrosion Protection	/Roll	50		$0.0000	No	
73			4" 316 SS Flange Bolt Kit w/ Blue Nuts 5/8 x3"	/Unit	50		$0.0000	No	
74			6" 316 SS Flange Bolt Kit w/ Blue Nuts 3/4 x 3 1/4"	/Unit	50		$0.0000	No	
75			Brass Bolts for 1 1/2" and 2" Meters	/Unit	50		$0.0000	No	
76			Hydrant Hollow Bolt Kits	/Unit	20		$0.0000	No	

Line Item Subtotals

Section Title	Line Total
Water Meters	**$12,842.3000**
Water Meter Boxes	**$0.0000**
Valves	**$0.0000**
Hydrant/Hydrant Related Items	**$0.0000**
Repair Clamps	**$0.0000**
Service Saddles	**$0.0000**
Pipe Spools (L X W)	**$0.0000**
Couplings (Jones or Ford Preferred)	**$0.0000**
Misc Items/Supplies/Hardware	**$0.0000**
Grand Total	**$12,842.3000**

Bid Results

Bidder Details

Vendor Name	Core & Main LP
Address	610 Young Street Santa Ana, California 92705 United States
Respondee	Jenna Heim
Respondee Title	Municipal Account Manager
Phone	661-289-2719
Email	jenna.heim@coreandmain.com
Vendor Type	CUC
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	02/19/2025 4:47 AM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	414593

Respondee Comment

as specified

Buyer Comment

Attachments

File Title	File Name	File Type
CNM Santa Fe Springs Bid Attachments Qualif Intro Cover addem CNM bid CNM Kamstrup bid.pdf	CNM Santa Fe Springs Bid Attachments Qualif Intro Cover addem CNM bid CNM Kamstrup bid.pdf	Cover/Introductory Letter (See Section VI.A. - Instructions to Bidders)
RFQ 25-5 Attachment A - References CNM 2025.pdf	RFQ 25-5 Attachment A - References CNM 2025.pdf	References (See Attachment A)
RFQ 25-5 Attachment B - Non-Collusion Affidavit CNM JF.pdf	RFQ 25-5 Attachment B - Non-Collusion Affidavit CNM JF.pdf	Non-Collusion (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Water Meters							$93,000.0000		
1			Sensus 3/4" SRII Water Meter CCF(Short)-Domestic	/Unit	5	$340.0000	$1,700.0000	Yes	AS SPECIFIED, DELIVERED
2			Sensus 1" SRII Water Meter CCF-Domestic	/Unit	5	$430.0000	$2,150.0000	Yes	
3			Sensus 1 1/2" OMNI R2 Water Meter CCF-Domestic	/Unit	5	$1,130.0000	$5,650.0000	Yes	
4			Sensus 1 1/2" OMNI R2 Water Meter CCF-Reclaimed	/Unit	5	$1,165.0000	$5,825.0000	Yes	
5			Sensus 2" OMNI R2 Water Meter CCF-Domestic	/Unit	5	$1,575.0000	$7,875.0000	Yes	
6			Metron Farnier Spectrum Jet 30D "Smart Water Meter"	/Unit	5	$535.0000	$2,675.0000	Yes	
7			Metron Farnier Spectrum Jet 30DB "Smart Water Meter"	/Unit	5	$470.0000	$2,350.0000	Yes	
8			Metron Farnier Spectrum Jet 50DLC "Smart Water Meter"	/Unit	5	$660.0000	$3,300.0000	Yes	
9			Metron Farnier Spectrum Jet 88DL "Smart Water Meter"	/Unit	5	$1,185.0000	$5,925.0000	Yes	
10			Metron Farnier Spectrum Jet 175D "Smart Water Meter"	/Unit	5	$2,245.0000	$11,225.0000	Yes	
11			Metron Farnier Spectrum Jet 500D 3-Inch "Smart Water Meter"	/Unit	5	$3,745.0000	$18,725.0000	Yes	
12			Metron Farnier Spectrum Jet 1000D 4-Inch "Smart Water Meter"	/Unit	5	$5,120.0000	$25,600.0000	Yes	
Water Meter Boxes							$9,782.2500		
13			Water Meter Box - 10" x 20"	/Unit	25	$81.5400	$2,038.5000	Yes	
14			Water Meter Box - 12" x 22"	/Unit	25	$69.2700	$1,731.7500	Yes	
15			Water Meter Box - 17" x 28"	/Unit	25	$102.7100	$2,567.7500	Yes	
16			Water Meter Box - 17" x 30"	/Unit	25	$137.7700	$3,444.2500	Yes	
Valves							$22,525.6000		
17			4" Resilient Wedge Gate Valve All Flange	/Unit	5	$701.1000	$3,505.5000	Yes	
18			6" Resilient Wedge Gate Valve All Flange	/Unit	5	$937.2200	$4,686.1000	Yes	
19			8" Resilient Wedge Gate Valve All Flange	/Unit	5	$1,464.5900	$7,322.9500	Yes	
20			3' Stem Extension Carbon Steel	/Unit	10	$182.4200	$1,824.2000	Yes	
21			18" x 30" Air Value Enclosure (Color - Sandstone)	/Unit	5	$472.5300	$2,362.6500	Yes	
22			24" x 36" Air Value Enclosure (Color - Sandstone)	/Unit	5	$564.8400	$2,824.2000	Yes	
Hydrant/Hydrant Related Items							$89,369.3500		
23			JONES J4060 FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	10	$3,581.0300	$35,810.3000	Yes	
24			JONES J4060HP FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	5	$3,581.0300	$17,905.1500	Yes	
25			Jones Break Off Check Valves	/Unit	10	$2,566.3700	$25,663.7000	Yes	
26			Jones Hose Cap w/ Chain - Size 2 1/2"	/Unit	20	$36.4200	$728.4000	Yes	
27			Jones Hose Cap w/ Chain - Size 4"	/Unit	20	$90.5700	$1,811.4000	Yes	
28			Hydrant Bury 6" x 36" 6 Holes w/ PJ Shoe	/Unit	5	$410.5600	$2,052.8000	Yes	
29			Hydrant Bury 6" x 48" 6 Holes w/ PJ Shoe	/Unit	5	$426.3300	$2,131.6500	Yes	
30			Hydrant Bury 6" x 60 "6 Holes w/ PJ Shoe	/Unit	5	$653.1900	$3,265.9500	Yes	
Repair Clamps							$44,961.0500		
31			4" Wide Range Coupling	/Unit	10	$491.9000	$4,919.0000	Yes	
32			6" Wide Range Coupling	/Unit	10	$480.3200	$4,803.2000	Yes	
33			8" Wide Range Coupling	/Unit	10	$599.6700	$5,996.7000	Yes	
34			10" Wide Range Coupling	/Unit	10	$757.2300	$7,572.3000	Yes	
35			12" Wide Range Coupling	/Unit	10	$852.7700	$8,527.7000	Yes	
36			4" REPAIR CLAMP/15" LONG	/Unit	5	$156.1900	$780.9500	Yes	
37			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$262.4200	$1,312.1000	Yes	
38			8" REPAIR CLAMP/15" LONG	/Unit	5	$234.5000	$1,172.5000	Yes	
39			10" Repair Clamp X 15" LONG	/Unit	5	$318.4100	$1,592.0500	Yes	
40			12" Repair Clamp x 15" LONG	/Unit	5	$362.2900	$1,811.4500	Yes	
41			4" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$230.2100	$1,151.0500	Yes	
42			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$371.0300	$1,855.1500	Yes	
43			8" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$306.8400	$1,534.2000	Yes	
44			10" REPAIR CLAMP/15" LONG/2 IP	/Unit	5	$386.5400	$1,932.7000	Yes	
Service Saddles							$8,056.5000		

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
45			4" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	20	$64.6100	$1,292.2000	Yes	
46			4" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$117.1600	$1,171.6000	Yes	
47			6" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$78.6000	$786.0000	Yes	
48			6" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$137.9600	$1,379.6000	Yes	
49			10" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$131.0900	$1,310.9000	Yes	
50			10" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$211.6200	$2,116.2000	Yes	
Pipe Spools (L X W)							$9,755.5500		
51			30" x 4" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$320.6600	$1,603.3000	Yes	
52			6" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$308.7000	$1,543.5000	Yes	
53			72" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$601.0900	$3,005.4500	Yes	
54			84" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$720.6600	$3,603.3000	Yes	AS SPECIFIED, DELIVERED
Couplings (Jones or Ford Preferred)							$17,907.3500		
55			5/8" x3/4" COUPLING MTR NUT/MIP	/Unit	90	$13.4000	$1,206.0000	Yes	
56			3/4" CPLG CTS GJ/CTS GJ	/Unit	45	$25.1200	$1,130.4000	Yes	
57			1" CPLG CTS GJ/CTS GJ	/Unit	45	$27.7700	$1,249.6500	Yes	
58			2" CPLG CTS GJ/CTS GJ	/Unit	30	$122.7000	$3,681.0000	Yes	
59			1" ELL90 CTS PJ/CTS PJ	/Unit	30	$39.4200	$1,182.6000	Yes	
60			2" ELL90 MIP/CTS PJ	/Unit	30	$147.8600	$4,435.8000	Yes	
61			1" BALL VALVE FIP/FIP	/Unit	10	$106.7700	$1,067.7000	Yes	
62			2" BALL VALVE FIP/FIP	/Unit	10	$311.5200	$3,115.2000	Yes	
63			1/4" Yellow Brass Close Nipple	/Unit	100	$2.9100	$291.0000	Yes	
64			Brass Lead Free Elbow, Compression x Male Connector, 3/8" Pipe Size	/Unit	25	$3.6600	$91.5000	Yes	
65			Brass Lead Free Elbow, Compression x Male Connector, 1/2" Pipe Size	/Unit	25	$18.2600	$456.5000	Yes	
Misc Items/Supplies/Hardware							$8,966.1000		
66			Curb Stop Wrench - 1-1/2? & 2? – 36? long	/Unit	10	$55.0000	$550.0000	Yes	
67			Wood Wedges 2"x4"x8"	/Unit	250	$4.2800	$1,070.0000	Yes	
68			Type K Soft Copper Tubing 3/4", Rolled (/Foot)	/Foot	100	$7.5200	$752.0000	Yes	
69			Type K Soft Copper Tubing 1" (/Foot)	/Foot	100	$9.9900	$999.0000	Yes	
70			Polywrap - 340' Roll - Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 10-12", Lay Flat Width - 27")	/Roll	5	$173.8700	$869.3500	Yes	
71			Polywrap - 340' Roll - Black or Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 6-8", Lay Flat Width - 20")	/Roll	5	$131.3700	$656.8500	Yes	
72			Pipe Wrap Tape - 2" X 100' - 10MIL Black PVC Corrosion Protection	/Roll	50	$4.3700	$218.5000	Yes	
73			4" 316 SS Flange Bolt Kit w/ Blue Nuts 5/8 x3"	/Unit	50	$23.6400	$1,182.0000	Yes	
74			6" 316 SS Flange Bolt Kit w/ Blue Nuts 3/4 x 3 1/4"	/Unit	50	$37.1500	$1,857.5000	Yes	
75			Brass Bolts for 1 1/2" and 2" Meters	/Unit	50	$4.1300	$206.5000	Yes	
76			Hydrant Hollow Bolt Kits	/Unit	20	$30.2200	$604.4000	Yes	

Line Item Subtotals

Section Title	Line Total
Water Meters	**$93,000.0000**
Water Meter Boxes	**$9,782.2500**
Valves	**$22,525.6000**
Hydrant/Hydrant Related Items	**$89,369.3500**
Repair Clamps	**$44,961.0500**
Service Saddles	**$8,056.5000**
Pipe Spools (L X W)	**$9,755.5500**
Couplings (Jones or Ford Preferred)	**$17,907.3500**
Misc Items/Supplies/Hardware	**$8,966.1000**
Grand Total	**$304,323.7500**

Bid Results

Bidder Details

Vendor Name	FERGUSON ENTERPRISES, LLC
Address	2600 MARINE AVE. REDONDO BEACH, California 90278 United States
Respondee	MARISSA MELTZER
Respondee Title	MUNICIPAL OUTSIDE SALES
Phone	714-547-5797
Email	marissa.meltzer@ferguson.com
Vendor Type	NONE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	02/24/2025 2:47 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	415491

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
MUNICIPAL BID COVER LETTER.pdf	MUNICIPAL BID COVER LETTER.pdf	Cover/Introductory Letter (See Section VI.A. - Instructions to Bidders)
SANTE DE SPRINGS- REFERENCES.pdf	SANTE DE SPRINGS- REFERENCES.pdf	References (See Attachment A)
20250118131653202 RFQ 25-5 Attachment B - Non-Collusion Affidavit.pdf	20250118131653202 RFQ 25-5 Attachment B - Non-Collusion Affidavit.pdf	Non-Collusion (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Water Meters							$0.0000		
1			Sensus 3/4" SRII Water Meter CCF(Short)-Domestic	/Unit	5		$0.0000	No	
2			Sensus 1" SRII Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
3			Sensus 1 1/2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
4			Sensus 1 1/2" OMNI R2 Water Meter CCF-Reclaimed	/Unit	5		$0.0000	No	
5			Sensus 2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
6			Metron Farnier Spectrum Jet 30D "Smart Water Meter"	/Unit	5		$0.0000	No	
7			Metron Farnier Spectrum Jet 30DB "Smart Water Meter"	/Unit	5		$0.0000	No	
8			Metron Farnier Spectrum Jet 50DLC "Smart Water Meter"	/Unit	5		$0.0000	No	
9			Metron Farnier Spectrum Jet 88DL "Smart Water Meter"	/Unit	5		$0.0000	No	
10			Metron Farnier Spectrum Jet 175D "Smart Water Meter"	/Unit	5		$0.0000	No	
11			Metron Farnier Spectrum Jet 500D 3-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
12			Metron Farnier Spectrum Jet 1000D 4-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
Water Meter Boxes							$20,853.5000		
13			Water Meter Box - 10" x 20"	/Unit	25	$146.4900	$3,662.2500	Yes	BOX & LID
14			Water Meter Box - 12" x 22"	/Unit	25	$185.6600	$4,641.5000	Yes	BOX & LID
15			Water Meter Box - 17" x 28"	/Unit	25	$230.9900	$5,774.7500	Yes	BOX & LID
16			Water Meter Box - 17" x 30"	/Unit	25	$271.0000	$6,775.0000	Yes	BOX & LID
Valves							$21,845.7500		
17			4" Resilient Wedge Gate Valve All Flange	/Unit	5	$719.2000	$3,596.0000	Yes	
18			6" Resilient Wedge Gate Valve All Flange	/Unit	5	$961.4200	$4,807.1000	Yes	
19			8" Resilient Wedge Gate Valve All Flange	/Unit	5	$1,502.4000	$7,512.0000	Yes	
20			3' Stem Extension Carbon Steel	/Unit	10	$43.5100	$435.1000	Yes	
21			18" x 30" Air Value Enclosure (Color - Sandstone)	/Unit	5	$501.6700	$2,508.3500	Yes	
22			24" x 36" Air Value Enclosure (Color - Sandstone)	/Unit	5	$597.4400	$2,987.2000	Yes	
Hydrant/Hydrant Related Items							$87,910.9500		
23			JONES J4060 FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	10	$3,507.2900	$35,072.9000	Yes	
24			JONES J4060HP FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	5	$3,507.2900	$17,536.4500	Yes	
25			Jones Break Off Check Valves	/Unit	10	$2,486.1700	$24,861.7000	Yes	
26			Jones Hose Cap w/ Chain - Size 2 1/2"	/Unit	20	$44.1900	$883.8000	Yes	
27			Jones Hose Cap w/ Chain - Size 4"	/Unit	20	$105.2900	$2,105.8000	Yes	
28			Hydrant Bury 6" x 36" 6 Holes w/ PJ Shoe	/Unit	5	$410.5500	$2,052.7500	Yes	
29			Hydrant Bury 6" x 48" 6 Holes w/ PJ Shoe	/Unit	5	$426.3300	$2,131.6500	Yes	
30			Hydrant Bury 6" x 60 "6 Holes w/ PJ Shoe	/Unit	5	$653.1800	$3,265.9000	Yes	
Repair Clamps							$21,201.8000		
31			4" Wide Range Coupling	/Unit	10	$176.9200	$1,769.2000	Yes	
32			6" Wide Range Coupling	/Unit	10	$175.0300	$1,750.3000	Yes	
33			8" Wide Range Coupling	/Unit	10	$215.7000	$2,157.0000	Yes	
34			10" Wide Range Coupling	/Unit	10	$334.1100	$3,341.1000	Yes	
35			12" Wide Range Coupling	/Unit	10	$377.1200	$3,771.2000	Yes	
36			4" REPAIR CLAMP/15" LONG	/Unit	5	$123.8800	$619.4000	Yes	
37			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$171.5600	$857.8000	Yes	
38			8" REPAIR CLAMP/15" LONG	/Unit	5	$152.5600	$762.8000	Yes	
39			10" Repair Clamp X 15" LONG	/Unit	5	$187.7300	$938.6500	Yes	
40			12" Repair Clamp x 15" LONG	/Unit	5	$195.1900	$975.9500	Yes	
41			4" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$152.1100	$760.5500	Yes	
42			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$256.4800	$1,282.4000	Yes	
43			8" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$180.9200	$904.6000	Yes	
44			10" REPAIR CLAMP/15" LONG/2 IP	/Unit	5	$262.1700	$1,310.8500	Yes	
Service Saddles							$0.0000		

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
45			4" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	20		$0.0000	No	
46			4" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10		$0.0000	No	
47			6" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10		$0.0000	No	
48			6" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10		$0.0000	No	
49			10" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10		$0.0000	No	
50			10" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10		$0.0000	No	
Pipe Spools (L X W)							$12,923.9500		
51			30" x 4" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$433.1500	$2,165.7500	Yes	
52			6" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$405.4900	$2,027.4500	Yes	
53			72" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$830.7700	$4,153.8500	Yes	
54			84" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$915.3800	$4,576.9000	Yes	
Couplings (Jones or Ford Preferred)							$16,316.1500		
55			5/8" x3/4" COUPLING MTR NUT/MIP	/Unit	90	$11.8800	$1,069.2000	Yes	
56			3/4" CPLG CTS GJ/CTS GJ	/Unit	45	$22.2800	$1,002.6000	Yes	
57			1" CPLG CTS GJ/CTS GJ	/Unit	45	$25.4900	$1,147.0500	Yes	
58			2" CPLG CTS GJ/CTS GJ	/Unit	30	$115.1300	$3,453.9000	Yes	
59			1" ELL90 CTS PJ/CTS PJ	/Unit	30	$36.9800	$1,109.4000	Yes	
60			2" ELL90 MIP/CTS PJ	/Unit	30	$138.7500	$4,162.5000	Yes	
61			1" BALL VALVE FIP/FIP	/Unit	10	$100.1800	$1,001.8000	Yes	
62			2" BALL VALVE FIP/FIP	/Unit	10	$292.3200	$2,923.2000	Yes	
63			1/4" Yellow Brass Close Nipple	/Unit	100	$2.1800	$218.0000	Yes	
64			Brass Lead Free Elbow, Compression x Male Connector, 3/8" Pipe Size	/Unit	25	$3.7400	$93.5000	Yes	
65			Brass Lead Free Elbow, Compression x Male Connector, 1/2" Pipe Size	/Unit	25	$5.4000	$135.0000	Yes	
Misc Items/Supplies/Hardware							$9,894.2000		
66			Curb Stop Wrench - 1-1/2? & 2? – 36? long	/Unit	10	$67.6900	$676.9000	Yes	
67			Wood Wedges 2"x4"x8"	/Unit	250	$3.8800	$970.0000	Yes	
68			Type K Soft Copper Tubing 3/4", Rolled (/Foot)	/Foot	100	$7.8800	$788.0000	Yes	
69			Type K Soft Copper Tubing 1" (/Foot)	/Foot	100	$10.4500	$1,045.0000	Yes	
70			Polywrap - 340' Roll - Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 10-12", Lay Flat Width - 27")	/Roll	5	$183.6000	$918.0000	Yes	
71			Polywrap - 340' Roll - Black or Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 6-8", Lay Flat Width - 20")	/Roll	5	$136.0000	$680.0000	Yes	
72			Pipe Wrap Tape - 2" X 100' - 10MIL Black PVC Corrosion Protection	/Roll	50	$8.1400	$407.0000	Yes	
73			4" 316 SS Flange Bolt Kit w/ Blue Nuts 5/8 x3"	/Unit	50	$23.8100	$1,190.5000	Yes	
74			6" 316 SS Flange Bolt Kit w/ Blue Nuts 3/4 x 3 1/4"	/Unit	50	$35.3700	$1,768.5000	Yes	
75			Brass Bolts for 1 1/2" and 2" Meters	/Unit	50	$16.7700	$838.5000	Yes	
76			Hydrant Hollow Bolt Kits	/Unit	20	$30.5900	$611.8000	Yes	

Line Item Subtotals

Section Title	Line Total
Water Meters	**$0.0000**
Water Meter Boxes	**$20,853.5000**
Valves	**$21,845.7500**
Hydrant/Hydrant Related Items	**$87,910.9500**
Repair Clamps	**$21,201.8000**
Service Saddles	**$0.0000**
Pipe Spools (L X W)	**$12,923.9500**
Couplings (Jones or Ford Preferred)	**$16,316.1500**
Misc Items/Supplies/Hardware	**$9,894.2000**
Grand Total	**$190,946.3000**

Bid Results

Bidder Details

Vendor Name	S&J Supply Co, Inc.
Address	13105 FLORENCE AVE SANTA FE SPRINGS, California 90670 United States
Respondee	ROBERT SMITH
Respondee Title	INSIDE SALES
Phone	562-944-7433
Email	roberts@s-jsupply.com
Vendor Type	NONE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	02/24/2025 11:35 AM (PST)
Delivery Method	OUR TRUCK
Bid Responsive	
Bid Status	Submitted
Confirmation #	411946

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
BID Cover Letter.pdf	BID Cover Letter.pdf	Cover/Introductory Letter (See Section VI.A. - Instructions to Bidders)
REFERENCES.pdf	REFERENCES.pdf	References (See Attachment A)
SFS NON COLUSION.pdf	SFS NON COLUSION.pdf	Non-Collusion (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Water Meters							$0.0000		
1			Sensus 3/4" SRII Water Meter CCF(Short)-Domestic	/Unit	5		$0.0000	No	
2			Sensus 1" SRII Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
3			Sensus 1 1/2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
4			Sensus 1 1/2" OMNI R2 Water Meter CCF-Reclaimed	/Unit	5		$0.0000	No	
5			Sensus 2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
6			Metron Farnier Spectrum Jet 30D "Smart Water Meter"	/Unit	5		$0.0000	No	
7			Metron Farnier Spectrum Jet 30DB "Smart Water Meter"	/Unit	5		$0.0000	No	
8			Metron Farnier Spectrum Jet 50DLC "Smart Water Meter"	/Unit	5		$0.0000	No	
9			Metron Farnier Spectrum Jet 88DL "Smart Water Meter"	/Unit	5		$0.0000	No	
10			Metron Farnier Spectrum Jet 175D "Smart Water Meter"	/Unit	5		$0.0000	No	
11			Metron Farnier Spectrum Jet 500D 3-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
12			Metron Farnier Spectrum Jet 1000D 4-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
Water Meter Boxes							$19,950.0000		
13			Water Meter Box - 10" x 20"	/Unit	25	$147.0000	$3,675.0000	Yes	
14			Water Meter Box - 12" x 22"	/Unit	25	$167.0000	$4,175.0000	Yes	
15			Water Meter Box - 17" x 28"	/Unit	25	$231.0000	$5,775.0000	Yes	
16			Water Meter Box - 17" x 30"	/Unit	25	$253.0000	$6,325.0000	Yes	
Valves							$24,450.8500		
17			4" Resilient Wedge Gate Valve All Flange	/Unit	5	$696.0000	$3,480.0000	Yes	
18			6" Resilient Wedge Gate Valve All Flange	/Unit	5	$930.4100	$4,652.0500	Yes	
19			8" Resilient Wedge Gate Valve All Flange	/Unit	5	$1,453.0000	$7,265.0000	Yes	
20			3' Stem Extension Carbon Steel	/Unit	10	$255.3800	$2,553.8000	Yes	PIPELINE PRODUCTS SX-908 3FT
21			18" x 30" Air Value Enclosure (Color - Sandstone)	/Unit	5	$600.0000	$3,000.0000	Yes	
22			24" x 36" Air Value Enclosure (Color - Sandstone)	/Unit	5	$700.0000	$3,500.0000	Yes	
Hydrant/Hydrant Related Items							$86,369.0000		
23			JONES J4060 FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	10	$3,366.1600	$33,661.6000	Yes	
24			JONES J4060HP FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	5	$3,366.1600	$16,830.8000	Yes	
25			Jones Break Off Check Valves	/Unit	10	$2,490.1600	$24,901.6000	Yes	
26			Jones Hose Cap w/ Chain - Size 2 1/2"	/Unit	20	$43.0000	$860.0000	Yes	
27			Jones Hose Cap w/ Chain - Size 4"	/Unit	20	$98.0000	$1,960.0000	Yes	
28			Hydrant Bury 6" x 36" 6 Holes w/ PJ Shoe	/Unit	5	$446.0000	$2,230.0000	Yes	SIGMA OR SOUTHBAY FOUNDRY
29			Hydrant Bury 6" x 48" 6 Holes w/ PJ Shoe	/Unit	5	$485.0000	$2,425.0000	Yes	SIGMA OR SOUTHBAY FOUNDRY
30			Hydrant Bury 6" x 60 "6 Holes w/ PJ Shoe	/Unit	5	$700.0000	$3,500.0000	Yes	SIGMA OR SOUTHBAY FOUNDRY
Repair Clamps							$0.0000		
31			4" Wide Range Coupling	/Unit	10		$0.0000	No	
32			6" Wide Range Coupling	/Unit	10		$0.0000	No	
33			8" Wide Range Coupling	/Unit	10		$0.0000	No	
34			10" Wide Range Coupling	/Unit	10		$0.0000	No	
35			12" Wide Range Coupling	/Unit	10		$0.0000	No	
36			4" REPAIR CLAMP/15" LONG	/Unit	5		$0.0000	No	
37			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5		$0.0000	No	
38			8" REPAIR CLAMP/15" LONG	/Unit	5		$0.0000	No	
39			10" Repair Clamp X 15" LONG	/Unit	5		$0.0000	No	
40			12" Repair Clamp x 15" LONG	/Unit	5		$0.0000	No	
41			4" REPAIR CLAMP/15" LONG/2IP	/Unit	5		$0.0000	No	
42			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5		$0.0000	No	
43			8" REPAIR CLAMP/15" LONG/2IP	/Unit	5		$0.0000	No	
44			10" REPAIR CLAMP/15" LONG/2 IP	/Unit	5		$0.0000	No	
Service Saddles							$7,063.7000		

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
45			4" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	20	$56.6100	$1,132.2000	Yes	MUELLER BR1B
46			4" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$102.5000	$1,025.0000	Yes	MUELLER BRB
47			6" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$68.8700	$688.7000	Yes	MUELLER BR1B
48			6" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$120.9000	$1,209.0000	Yes	MUELLER BR2B
49			10" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$114.8800	$1,148.8000	Yes	MUELLER BR1B
50			10" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$186.0000	$1,860.0000	Yes	MUELLER BR2B
Pipe Spools (L X W)							$11,925.0000		
51			30" x 4" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$410.0000	$2,050.0000	Yes	FLANGE X FLANGE CUSTOM PIPE
52			6" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$368.0000	$1,840.0000	Yes	CUSTOM PIPE
53			72" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$787.0000	$3,935.0000	Yes	CUSTOM PIPE
54			84" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$820.0000	$4,100.0000	Yes	CUSTOM PIPE
Couplings (Jones or Ford Preferred)							$16,381.6000		
55			5/8" x3/4" COUPLING MTR NUT/MIP	/Unit	90	$19.5000	$1,755.0000	Yes	MUELLER OR AY MCDONALD
56			3/4" CPLG CTS GJ/CTS GJ	/Unit	45	$20.8600	$938.7000	Yes	MUELLER
57			1" CPLG CTS GJ/CTS GJ	/Unit	45	$22.7600	$1,024.2000	Yes	MUELLER
58			2" CPLG CTS GJ/CTS GJ	/Unit	30	$108.3700	$3,251.1000	Yes	MUELLER
59			1" ELL90 CTS PJ/CTS PJ	/Unit	30	$33.0000	$990.0000	Yes	MUELLER
60			2" ELL90 MIP/CTS PJ	/Unit	30	$131.0000	$3,930.0000	Yes	MUELLER
61			1" BALL VALVE FIP/FIP	/Unit	10	$94.1000	$941.0000	Yes	MUELLER
62			2" BALL VALVE FIP/FIP	/Unit	10	$284.0600	$2,840.6000	Yes	MUELLER
63			1/4" Yellow Brass Close Nipple	/Unit	100	$3.3600	$336.0000	Yes	SMITH COOPER
64			Brass Lead Free Elbow, Compression x Male Connector, 3/8" Pipe Size	/Unit	25	$6.0000	$150.0000	Yes	MIDLAND EQUAL
65			Brass Lead Free Elbow, Compression x Male Connector, 1/2" Pipe Size	/Unit	25	$9.0000	$225.0000	Yes	MIDLAND EQUAL
Misc Items/Supplies/Hardware							$9,793.0000		
66			Curb Stop Wrench - 1-1/2? & 2? – 36? long	/Unit	10	$67.0000	$670.0000	Yes	
67			Wood Wedges 2"x4"x8"	/Unit	250	$4.9000	$1,225.0000	Yes	BROOKS MILLWORKS
68			Type K Soft Copper Tubing 3/4", Rolled (/Foot)	/Foot	100	$7.0800	$708.0000	Yes	Price good for 30 days. Price could go up or down throughout contract
69			Type K Soft Copper Tubing 1" (/Foot)	/Foot	100	$9.4000	$940.0000	Yes	
70			Polywrap - 340' Roll - Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 10-12", Lay Flat Width - 27")	/Roll	5	$190.0000	$950.0000	Yes	
71			Polywrap - 340' Roll - Black or Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 6-8", Lay Flat Width - 20")	/Roll	5	$150.0000	$750.0000	Yes	
72			Pipe Wrap Tape - 2" X 100' - 10MIL Black PVC Corrosion Protection	/Roll	50	$7.0000	$350.0000	Yes	
73			4" 316 SS Flange Bolt Kit w/ Blue Nuts 5/8 x3"	/Unit	50	$29.0000	$1,450.0000	Yes	
74			6" 316 SS Flange Bolt Kit w/ Blue Nuts 3/4 x 3 1/4"	/Unit	50	$38.0000	$1,900.0000	Yes	
75			Brass Bolts for 1 1/2" and 2" Meters	/Unit	50	$11.0000	$550.0000	Yes	BOLT AND NUT COMBO
76			Hydrant Hollow Bolt Kits	/Unit	20	$15.0000	$300.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Water Meters	**$0.0000**
Water Meter Boxes	**$19,950.0000**
Valves	**$24,450.8500**
Hydrant/Hydrant Related Items	**$86,369.0000**
Repair Clamps	**$0.0000**
Service Saddles	**$7,063.7000**
Pipe Spools (L X W)	**$11,925.0000**
Couplings (Jones or Ford Preferred)	**$16,381.6000**
Misc Items/Supplies/Hardware	**$9,793.0000**
Grand Total	**$175,933.1500**

Bid Results

Bidder Details

Vendor Name	Western Water Works Supply Company
Address	5831 Pine Ave Chino Hills, California 91709 United States
Respondee	Martin Michaelson
Respondee Title	Director of Sales
Phone	909-630-6361
Email	martin@wwwsco.com
Vendor Type	NONE
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	02/21/2025 3:47 PM (PST)
Delivery Method	Online/3:47 PM
Bid Responsive	
Bid Status	Submitted
Confirmation #	414757

Respondee Comment

The pricing for some material cannot be held longer than 30-120 days, see information referenced for line items in comments field. Items with no comments regarding firm pricing are valid for (12) months beginning 3/1/2025. Freight charges to apply FOB Origin factory for all Ford products if the total individual order(s) do not meet FFA (Full Freight Allowed) from the factory

Buyer Comment

Attachments

File Title	File Name	File Type
Letterhead Template (1) (4).pdf	Letterhead Template (1) (4).pdf	Cover/Introductory Letter (See Section VI.A. - Instructions to Bidders)
Santa Fe Springs RFQ 25-5 References.pdf	Santa Fe Springs RFQ 25-5 References.pdf	References (See Attachment A)
Santa Fe Springs RFQ 25-5 Non-Collusion Affidavit.pdf	Santa Fe Springs RFQ 25-5 Non-Collusion Affidavit.pdf	Non-Collusion (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Water Meters							**$0.0000**		
1			Sensus 3/4" SRII Water Meter CCF(Short)-Domestic	/Unit	5		$0.0000	No	
2			Sensus 1" SRII Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
3			Sensus 1 1/2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
4			Sensus 1 1/2" OMNI R2 Water Meter CCF-Reclaimed	/Unit	5		$0.0000	No	
5			Sensus 2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
6			Metron Farnier Spectrum Jet 30D "Smart Water Meter"	/Unit	5		$0.0000	No	
7			Metron Farnier Spectrum Jet 30DB "Smart Water Meter"	/Unit	5		$0.0000	No	
8			Metron Farnier Spectrum Jet 50DLC "Smart Water Meter"	/Unit	5		$0.0000	No	
9			Metron Farnier Spectrum Jet 88DL "Smart Water Meter"	/Unit	5		$0.0000	No	
10			Metron Farnier Spectrum Jet 175D "Smart Water Meter"	/Unit	5		$0.0000	No	
11			Metron Farnier Spectrum Jet 500D 3-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
12			Metron Farnier Spectrum Jet 1000D 4-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
Water Meter Boxes							**$19,702.5000**		
13			Water Meter Box - 10" x 20"	/Unit	25	$138.5000	$3,462.5000	Yes	J&R Concrete Products including cover pricing valid for 30 days non-cancelable & non-returnable
14			Water Meter Box - 12" x 22"	/Unit	25	$175.4000	$4,385.0000	Yes	J&R Concrete Products including cover pricing valid for 30 days non-cancelable & non-returnable
15			Water Meter Box - 17" x 28"	/Unit	25	$218.2000	$5,455.0000	Yes	J&R Concrete Products including cover pricing valid for 30 days non cancelable & non-returnable
16			Water Meter Box - 17" x 30"	/Unit	25	$256.0000	$6,400.0000	Yes	J&R Concrete Products including cover pricing valid for 30 days non-cancelable & non-returnable
Valves							**$20,278.0000**		
17			4" Resilient Wedge Gate Valve All Flange	/Unit	5	$581.0000	$2,905.0000	Yes	Mueller
18			6" Resilient Wedge Gate Valve All Flange	/Unit	5	$776.0000	$3,880.0000	Yes	Mueller
19			8" Resilient Wedge Gate Valve All Flange	/Unit	5	$1,212.0000	$6,060.0000	Yes	Mueller
20			3' Stem Extension Carbon Steel	/Unit	10	$193.7000	$1,937.0000	Yes	Pipeline Products pricing valid until 3/1/2026
21			18" x 30" Air Value Enclosure (Color - Sandstone)	/Unit	5	$501.7000	$2,508.5000	Yes	Pipeline Products pricing valid until 3/1/2026
22			24" x 36" Air Value Enclosure (Color - Sandstone)	/Unit	5	$597.5000	$2,987.5000	Yes	Pipeline Products pricing valid until 3/1/2026
Hydrant/Hydrant Related Items							**$84,990.5000**		
23			JONES J4060 FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	10	$3,434.0000	$34,340.0000	Yes	Jones
24			JONES J4060HP FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	5	$3,434.0000	$17,170.0000	Yes	Jones
25			Jones Break Off Check Valves	/Unit	10	$2,512.0000	$25,120.0000	Yes	Jones
26			Jones Hose Cap w/ Chain - Size 2 1/2"	/Unit	20	$18.6000	$372.0000	Yes	Jones
27			Jones Hose Cap w/ Chain - Size 4"	/Unit	20	$18.6000	$372.0000	Yes	Jones
28			Hydrant Bury 6" x 36" 6 Holes w/ PJ Shoe	/Unit	5	$419.7000	$2,098.5000	Yes	SIP pricing valid for (12) months from date of bid closing or until next price increase
29			Hydrant Bury 6" x 48" 6 Holes w/ PJ Shoe	/Unit	5	$435.8000	$2,179.0000	Yes	SIP pricing valid for (12) months from date of bid closing or until next price increase
30			Hydrant Bury 6" x 60 "6 Holes w/ PJ Shoe	/Unit	5	$667.8000	$3,339.0000	Yes	SIP pricing valid for (12) months from date of bid closing or until next price increase (note: the 60" length is not available and quoted as 54")
Repair Clamps							**$21,323.0000**		
31			4" Wide Range Coupling	/Unit	10	$177.9000	$1,779.0000	Yes	Ford pricing valid until 2/27/2026
32			6" Wide Range Coupling	/Unit	10	$176.0000	$1,760.0000	Yes	Ford pricing valid until 2/27/2026
33			8" Wide Range Coupling	/Unit	10	$216.9000	$2,169.0000	Yes	Ford pricing valid until 2/27/2026
34			10" Wide Range Coupling	/Unit	10	$336.0000	$3,360.0000	Yes	Ford pricing valid until 2/27/2026
35			12" Wide Range Coupling	/Unit	10	$379.3000	$3,793.0000	Yes	Ford pricing valid until 2/27/2026
36			4" REPAIR CLAMP/15" LONG	/Unit	5	$124.6000	$623.0000	Yes	Ford pricing valid until 2/27/2026

37			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$172.6000	$863.0000	Yes	Ford pricing valid until 2/27/2026
38			8" REPAIR CLAMP/15" LONG	/Unit	5	$153.5000	$767.5000	Yes	Ford pricing valid until 2/27/2026
39			10" Repair Clamp X 15" LONG	/Unit	5	$188.8000	$944.0000	Yes	Ford pricing valid until 2/27/2026
40			12" Repair Clamp x 15" LONG	/Unit	5	$196.3000	$981.5000	Yes	Ford pricing valid until 2/27/2026
41			4" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$153.0000	$765.0000	Yes	Ford pricing valid until 2/27/2026
42			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$257.9000	$1,289.5000	Yes	Ford pricing valid until 2/27/2026
43			8" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$182.0000	$910.0000	Yes	Ford pricing valid until 2/27/2026
44			10" REPAIR CLAMP/15" LONG/2 IP	/Unit	5	$263.7000	$1,318.5000	Yes	Ford pricing valid until 2/27/2026
Service Saddles							$8,920.0000		

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
45			4" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	20	$71.5000	$1,430.0000	Yes	Ford pricing valid until 2/27/2026
46			4" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$129.8000	$1,298.0000	Yes	Ford pricing valid until 2/27/2026
47			6" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$87.0000	$870.0000	Yes	Ford pricing valid until 2/27/2026
48			6" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$152.8000	$1,528.0000	Yes	Ford pricing valid until 2/27/2026
49			10" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$145.1000	$1,451.0000	Yes	Ford pricing valid until 2/27/2026
50			10" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$234.3000	$2,343.0000	Yes	Ford pricing valid until 2/27/2026
Pipe Spools (L X W)							$13,063.5000		
51			30" x 4" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$435.6000	$2,178.0000	Yes	Custom Pipe pricing valid through December 2025
52			6" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$410.2000	$2,051.0000	Yes	Custom Pipe pricing valid through December 2025
53			72" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$840.4000	$4,202.0000	Yes	Custom Pipe pricing valid through December 2025
54			84" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$926.5000	$4,632.5000	Yes	Custom Pipe pricing valid through December 2025
Couplings (Jones or Ford Preferred)							$16,406.0000		
55			5/8" x3/4" COUPLING MTR NUT/MIP	/Unit	90	$12.2000	$1,098.0000	Yes	Ford pricing valid until 2/27/2026
56			3/4" CPLG CTS GJ/CTS GJ	/Unit	45	$22.9000	$1,030.5000	Yes	Ford pricing valid until 2/27/2026
57			1" CPLG CTS GJ/CTS GJ	/Unit	45	$26.1000	$1,174.5000	Yes	Ford pricing valid until 2/27/2026
58			2" CPLG CTS GJ/CTS GJ	/Unit	30	$117.9000	$3,537.0000	Yes	Ford pricing valid until 2/27/2026
59			1" ELL90 CTS PJ/CTS PJ	/Unit	30	$37.9000	$1,137.0000	Yes	Ford pricing valid until 2/27/2026
60			2" ELL90 MIP/CTS PJ	/Unit	30	$142.1000	$4,263.0000	Yes	Ford pricing valid until 2/27/2026
61			1" BALL VALVE FIP/FIP	/Unit	10	$102.6000	$1,026.0000	Yes	Ford pricing valid until 2/27/2026
62			2" BALL VALVE FIP/FIP	/Unit	10	$302.0000	$3,020.0000	Yes	Ford pricing valid until 2/27/2026
63			1/4" Yellow Brass Close Nipple	/Unit	100	$1.2000	$120.0000	Yes	ASC Engineered Solutions pricing valid for 120 days
64			Brass Lead Free Elbow, Compression x Male Connector, 3/8" Pipe Size	/Unit	25		$0.0000	No	
65			Brass Lead Free Elbow, Compression x Male Connector, 1/2" Pipe Size	/Unit	25		$0.0000	No	
Misc Items/Supplies/Hardware							$127,476.0000		
66			Curb Stop Wrench - 1-1/2? & 2? – 36? long	/Unit	10	$51.4000	$514.0000	Yes	Pipeline Products pricing valid until 3/1/2026
67			Wood Wedges 2"x4"x8"	/Unit	250	$0.5000	$125.0000	Yes	Timmons Wood Products
68			Type K Soft Copper Tubing 3/4", Rolled (/Foot)	/Foot	100	$522.0000	$52,200.0000	Yes	Cambridge-Lee quoted as 60' coils unable to hold pricing due to a high commodity item that fluctuates frequently
69			Type K Soft Copper Tubing 1" (/Foot)	/Foot	100	$696.0000	$69,600.0000	Yes	Cambridge-Lee quoted as 60' coils unable to hold pricing due to a high commodity item that fluctuates frequently
70			Polywrap - 340' Roll - Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 10-12", Lay Flat Width - 27")	/Roll	5	$180.2000	$901.0000	Yes	Northtown pricing valid for 30 days
71			Polywrap - 340' Roll - Black or Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 6-8", Lay Flat Width - 20")	/Roll	5	$134.2000	$671.0000	Yes	Northtown pricing valid for 30 days
72			Pipe Wrap Tape - 2" X 100' - 10MIL Black PVC Corrosion Protection	/Roll	50	$6.4000	$320.0000	Yes	Northtown pricing valid for 30 days
73			4" 316 SS Flange Bolt Kit w/ Blue Nuts 5/8 x3"	/Unit	50	$19.6000	$980.0000	Yes	ITP pricing valid until 3/1/2026
74			6" 316 SS Flange Bolt Kit w/ Blue Nuts 3/4 x 3 1/4"	/Unit	50	$33.2000	$1,660.0000	Yes	ITP pricing valid until 3/1/2026
75			Brass Bolts for 1 1/2" and 2" Meters	/Unit	50	$7.5000	$375.0000	Yes	ITP pricing valid until 3/1/2026
76			Hydrant Hollow Bolt Kits	/Unit	20	$6.5000	$130.0000	Yes	ITP pricing valid until 3/1/2026

Line Item Subtotals

Section Title	Line Total
Water Meters	**$0.0000**
Water Meter Boxes	**$19,702.5000**
Valves	**$20,278.0000**
Hydrant/Hydrant Related Items	**$84,990.5000**
Repair Clamps	**$21,323.0000**
Service Saddles	**$8,920.0000**
Pipe Spools (L X W)	**$13,063.5000**
Couplings (Jones or Ford Preferred)	**$16,406.0000**
Misc Items/Supplies/Hardware	**$127,476.0000**
Grand Total	**$312,159.5000**

Bid Results

Bidder Details

Vendor Name	Yardy-Orgill
Address	11120 Western Ave Stanton, California 90680 United States
Respondee	Brian Greenfield
Respondee Title	Sales
Phone	714-901-7000
Email	brian@yofire.com
Vendor Type	CASoS
License #	
CADIR	

Bid Detail

Bid Format	Electronic
Submitted	02/20/2025 10:29 AM (PST)
Delivery Method	Truck/as ordered
Bid Responsive	
Bid Status	Submitted
Confirmation #	415081

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
20250220102632150.pdf	20250220102632150.pdf	Cover/Introductory Letter (See Section VI.A. - Instructions to Bidders)
20250220102644828.pdf	20250220102644828.pdf	References (See Attachment A)
20250220102656047.pdf	20250220102656047.pdf	Non-Collusion (See Attachment B)

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Water Meters							$0.0000		
1			Sensus 3/4" SRII Water Meter CCF(Short)-Domestic	/Unit	5		$0.0000	No	
2			Sensus 1" SRII Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
3			Sensus 1 1/2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
4			Sensus 1 1/2" OMNI R2 Water Meter CCF-Reclaimed	/Unit	5		$0.0000	No	
5			Sensus 2" OMNI R2 Water Meter CCF-Domestic	/Unit	5		$0.0000	No	
6			Metron Farnier Spectrum Jet 30D "Smart Water Meter"	/Unit	5		$0.0000	No	
7			Metron Farnier Spectrum Jet 30DB "Smart Water Meter"	/Unit	5		$0.0000	No	
8			Metron Farnier Spectrum Jet 50DLC "Smart Water Meter"	/Unit	5		$0.0000	No	
9			Metron Farnier Spectrum Jet 88DL "Smart Water Meter"	/Unit	5		$0.0000	No	
10			Metron Farnier Spectrum Jet 175D "Smart Water Meter"	/Unit	5		$0.0000	No	
11			Metron Farnier Spectrum Jet 500D 3-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
12			Metron Farnier Spectrum Jet 1000D 4-Inch "Smart Water Meter"	/Unit	5		$0.0000	No	
Water Meter Boxes							$12,610.5000		
13			Water Meter Box - 10" x 20"	/Unit	25	$92.7500	$2,318.7500	Yes	
14			Water Meter Box - 12" x 22"	/Unit	25	$116.8300	$2,920.7500	Yes	
15			Water Meter Box - 17" x 28"	/Unit	25	$138.1300	$3,453.2500	Yes	
16			Water Meter Box - 17" x 30"	/Unit	25	$156.7100	$3,917.7500	Yes	
Valves							$18,656.7500		
17			4" Resilient Wedge Gate Valve All Flange	/Unit	5	$750.5900	$3,752.9500	Yes	CLOW VALVE
18			6" Resilient Wedge Gate Valve All Flange	/Unit	5	$1,002.9400	$5,014.7000	Yes	CLOW VALVE
19			8" Resilient Wedge Gate Valve All Flange	/Unit	5	$1,567.8200	$7,839.1000	Yes	CLOW VALVE
20			3' Stem Extension Carbon Steel	/Unit	10	$165.0000	$1,650.0000	Yes	YO FAB
21			18" x 30" Air Value Enclosure (Color - Sandstone)	/Unit	5	$37.5000	$187.5000	Yes	
22			24" x 36" Air Value Enclosure (Color - Sandstone)	/Unit	5	$42.5000	$212.5000	Yes	
Hydrant/Hydrant Related Items							$7,981.2000		
23			JONES J4060 FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	10		$0.0000	No	
24			JONES J4060HP FIRE HYDRANT - 6 Hole - 4" X 2-1/2" X 2-1/2" W/ 1-1/8" PENT NUT & CAP SAFETY - YELLOW	/Unit	5		$0.0000	No	
25			Jones Break Off Check Valves	/Unit	10		$0.0000	No	
26			Jones Hose Cap w/ Chain - Size 2 1/2"	/Unit	20		$0.0000	No	
27			Jones Hose Cap w/ Chain - Size 4"	/Unit	20		$0.0000	No	
28			Hydrant Bury 6" x 36" 6 Holes w/ PJ Shoe	/Unit	5	$443.5300	$2,217.6500	Yes	
29			Hydrant Bury 6" x 48" 6 Holes w/ PJ Shoe	/Unit	5	$447.7100	$2,238.5500	Yes	
30			Hydrant Bury 6" x 60 "6 Holes w/ PJ Shoe	/Unit	5	$705.0000	$3,525.0000	Yes	
Repair Clamps							$31,406.0000		
31			4" Wide Range Coupling	/Unit	10	$233.4000	$2,334.0000	Yes	
32			6" Wide Range Coupling	/Unit	10	$299.1700	$2,991.7000	Yes	
33			8" Wide Range Coupling	/Unit	10	$336.7600	$3,367.6000	Yes	
34			10" Wide Range Coupling	/Unit	10	$460.9800	$4,609.8000	Yes	
35			12" Wide Range Coupling	/Unit	10	$521.3700	$5,213.7000	Yes	
36			4" REPAIR CLAMP/15" LONG	/Unit	5	$161.3900	$806.9500	Yes	
37			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$271.1700	$1,355.8500	Yes	
38			8" REPAIR CLAMP/15" LONG	/Unit	5	$239.7100	$1,198.5500	Yes	
39			10" Repair Clamp X 15" LONG	/Unit	5	$325.4800	$1,627.4000	Yes	
40			12" Repair Clamp x 15" LONG	/Unit	5	$370.3300	$1,851.6500	Yes	
41			4" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$235.3200	$1,176.6000	Yes	
42			6" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$261.3600	$1,306.8000	Yes	
43			8" REPAIR CLAMP/15" LONG/2IP	/Unit	5	$313.6600	$1,568.3000	Yes	
44			10" REPAIR CLAMP/15" LONG/2 IP	/Unit	5	$399.4200	$1,997.1000	Yes	
Service Saddles							$8,709.2000		

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
45			4" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	20	$69.8500	$1,397.0000	Yes	FORD 101B
46			4" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$126.7000	$1,267.0000	Yes	FORD 202B
47			6" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$84.9800	$849.8000	Yes	FORD 101B
48			6" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$149.0400	$1,490.4000	Yes	FORD 202B
49			10" AC x 1" IP Tap - Saddles with Stainless Steel Single Strap	/Unit	10	$141.6800	$1,416.8000	Yes	FORD 101B
50			10" AC x 1" IP Tap - Saddles with Stainless Steel Double Straps	/Unit	10	$228.8200	$2,288.2000	Yes	FORD 202B
Pipe Spools (L X W)							$11,637.8500		
51			30" x 4" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$388.2400	$1,941.2000	Yes	
52			6" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$365.2100	$1,826.0500	Yes	
53			72" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$748.2400	$3,741.2000	Yes	
54			84" x 6" Flanged Fabricated Ductile Iron Pipe Spool	/Unit	5	$825.8800	$4,129.4000	Yes	
Couplings (Jones or Ford Preferred)							$18,476.5500		
55			5/8" x3/4" COUPLING MTR NUT/MIP	/Unit	90	$13.7100	$1,233.9000	Yes	
56			3/4" CPLG CTS GJ/CTS GJ	/Unit	45	$25.7100	$1,156.9500	Yes	
57			1" CPLG CTS GJ/CTS GJ	/Unit	45	$29.4000	$1,323.0000	Yes	
58			2" CPLG CTS GJ/CTS GJ	/Unit	30	$132.8000	$3,984.0000	Yes	
59			1" ELL90 CTS PJ/CTS PJ	/Unit	30	$42.6600	$1,279.8000	Yes	
60			2" ELL90 MIP/CTS PJ	/Unit	30	$160.0400	$4,801.2000	Yes	
61			1" BALL VALVE FIP/FIP	/Unit	10	$115.5500	$1,155.5000	Yes	
62			2" BALL VALVE FIP/FIP	/Unit	10	$340.1200	$3,401.2000	Yes	
63			1/4" Yellow Brass Close Nipple	/Unit	100	$1.4100	$141.0000	Yes	
64			Brass Lead Free Elbow, Compression x Male Connector, 3/8" Pipe Size	/Unit	25		$0.0000	No	
65			Brass Lead Free Elbow, Compression x Male Connector, 1/2" Pipe Size	/Unit	25		$0.0000	No	
Misc Items/Supplies/Hardware							$7,548.9500		
66			Curb Stop Wrench - 1-1/2? & 2? – 36? long	/Unit	10	$51.7700	$517.7000	Yes	
67			Wood Wedges 2"x4"x8"	/Unit	250		$0.0000	No	
68			Type K Soft Copper Tubing 3/4", Rolled (/Foot)	/Foot	100	$7.7200	$772.0000	Yes	price good for 1 monyh
69			Type K Soft Copper Tubing 1" (/Foot)	/Foot	100	$9.9000	$990.0000	Yes	price good for 1 month
70			Polywrap - 340' Roll - Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 10-12", Lay Flat Width - 27")	/Roll	5	$179.6000	$898.0000	Yes	
71			Polywrap - 340' Roll - Black or Clear Sleeve (Perf'd Every 20' - 8 Mil) (Pipe Size - 6-8", Lay Flat Width - 20")	/Roll	5	$133.2500	$666.2500	Yes	
72			Pipe Wrap Tape - 2" X 100' - 10MIL Black PVC Corrosion Protection	/Roll	50	$5.0000	$250.0000	Yes	
73			4" 316 SS Flange Bolt Kit w/ Blue Nuts 5/8 x3"	/Unit	50	$20.0000	$1,000.0000	Yes	
74			6" 316 SS Flange Bolt Kit w/ Blue Nuts 3/4 x 3 1/4"	/Unit	50	$30.5000	$1,525.0000	Yes	
75			Brass Bolts for 1 1/2" and 2" Meters	/Unit	50	$15.3000	$765.0000	Yes	
76			Hydrant Hollow Bolt Kits	/Unit	20	$8.2500	$165.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Water Meters	**$0.0000**
Water Meter Boxes	**$12,610.5000**
Valves	**$18,656.7500**
Hydrant/Hydrant Related Items	**$7,981.2000**
Repair Clamps	**$31,406.0000**
Service Saddles	**$8,709.2000**
Pipe Spools (L X W)	**$11,637.8500**
Couplings (Jones or Ford Preferred)	**$18,476.5500**
Misc Items/Supplies/Hardware	**$7,548.9500**
Grand Total	**$117,027.0000**

ITEM # 15

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 / City Engineer

SUBJECT: **HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE) – ADOPTION OF RESOLUTION NO. 9949**

DATE: April 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt Resolution No. 9949, ordering the preparation of the Engineer's Report for Fiscal Year 2025/26 in conjunction with the annual levy of assessments for Heritage Springs Assessment District No. 2001-01 (Hawkins Street and Palm Drive); and

2) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Heritage Springs Assessment District includes a mechanism to provide funding on an annual basis for ongoing street maintenance to include slurry sealing, street resurfacing and street reconstruction as needed.

BACKGROUND

The Heritage Springs Assessment District was established in May 2001, according to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code), to finance the acquisition of various public improvements required for the development of the District. The requirement for a street maintenance district component was a condition of approval for the development. The two streets within the Heritage Springs Assessment District, Palm Drive and Hawkins Street were last slurry-sealed in Fiscal Year 2017/18.

ANALYSIS

The approval of Resolution No. 9949 orders the preparation of the Engineer's Report for the annual update of the Assessment District.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, City staff will start the annual assessment district update process.

ATTACHMENTS:

A. Resolution No. 9949
B. Boundary Map

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A
APPROVED:
ITEM NO.:

RESOLUTION NO. 9949

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2025/26 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01 (HAWKINS STREET AND PALM DRIVE)

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for an assessment district established in May 2001, pursuant to the Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highways Code.)

CITY OF SANTA FE SPRINGS
HERITAGE SPRINGS ASSESSMENT DISTRICT NO. 2001-01
(HAWKINS STREET AND PALM DRIVE)

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2025 and ending June 30, 2026; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 12 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and

2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and

3. A diagram of the area proposed to be assessed; and

4. A proposed assessment of the estimated costs for maintenance work for said fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the CITY OF SANTA FE SPRINGS hereby:

1. That the above recitals are true and correct.

2. That a map entitled "Boundary Map Heritage Springs Assessment District No. 2001-01" as submitted to this City Council, showing the boundaries of the proposed area to be assessed and showing the work of improvement to be maintained and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

3. That the proposed maintenance work within the area proposed to be assessed shall be for certain improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

4. That the City Engineer, James Enriquez, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Municipal Improvements Act of 1913 (Division 12 of the California Streets and Highway Code).

5. That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 10203 and 10204 of said Streets and Highways Code.

6. That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 1st day of April 2025.

I, the undersigned, hereby certify that the foregoing Resolution No. 9949 was duly adopted by the City of Santa Fe Springs City Council following a roll call vote:

AYES:

NOES:

ABSENT:

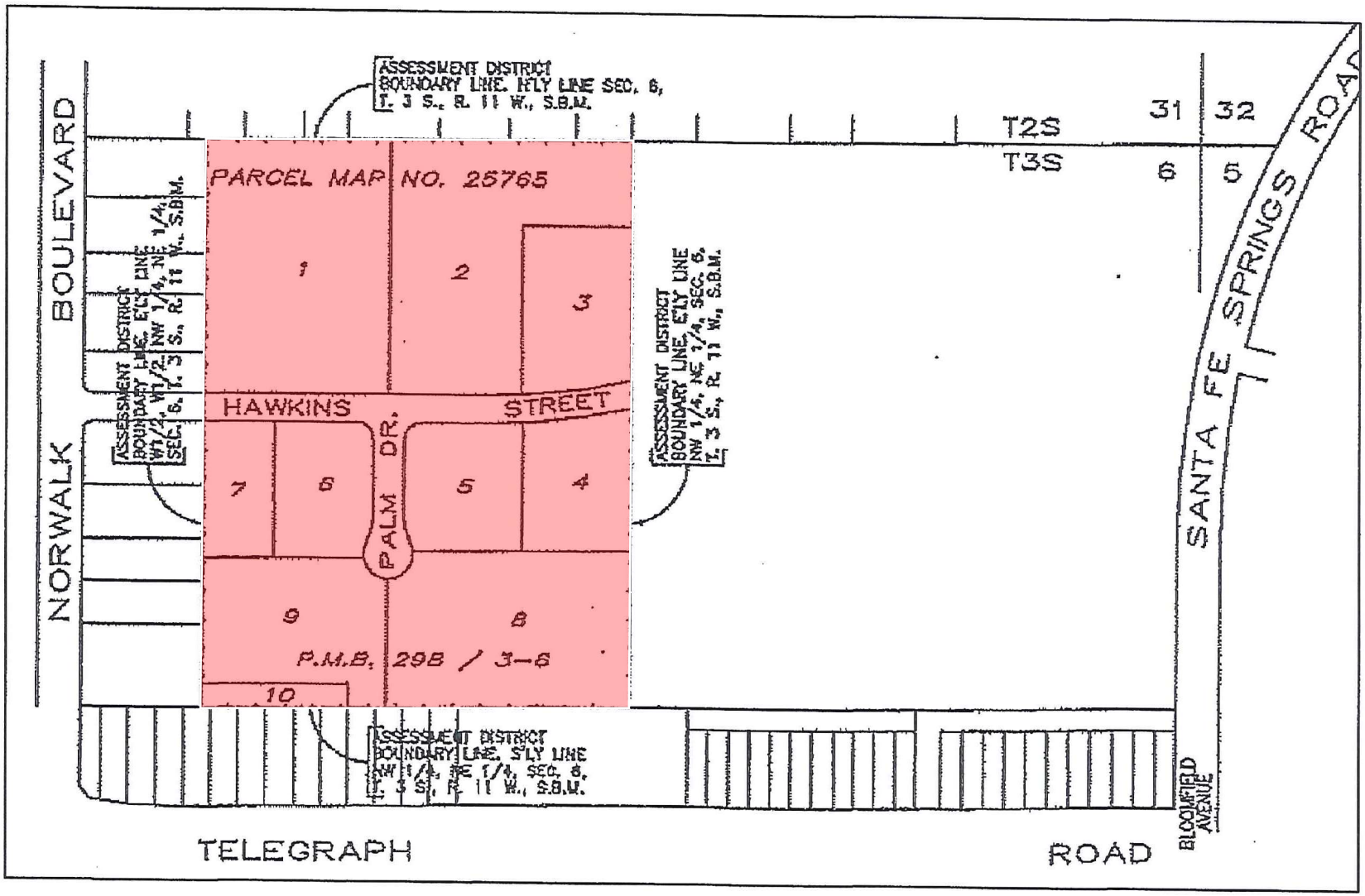
ABSTAIN:

_____
William K. Rounds, Mayor

ATTEST:

_____ _____
Fernando Muñoz, City Clerk Date

BOUNDARY MAP
HERITAGE SPRINGS ASSESSMENT DISTRICT 2001-1



ITEM # 16

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 / City Engineer

SUBJECT: **STREET LIGHTING DISTRICT NO. 1 – ADOPTION OF RESOLUTION NO. 9948**

DATE: April 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt Resolution No. 9948, ordering the preparation of the Engineer's Report for Fiscal Year 2025/26 in conjunction with the annual levy of assessments for Street Lighting District No. 1; and

2) Take such additional, related action that may be desirable.

FISCAL IMPACT

Lighting District No. 1 includes a mechanism to provide funding on an annual basis for ongoing streetlight maintenance and repair. This funding is from assessment revenue generated by property owners within the District (through a parcel charge collected on the annual property tax bill).

BACKGROUND

The City of Santa Fe Springs formed Lighting District No. 1 on May 26, 1982, according to the provisions of the Landscaping and Lighting Act of 1972. The Lighting District is responsible for overseeing the operations, maintenance, installation and construction of city-owned streetlights.

ANALYSIS

In order to levy the assessments against the properties located within the Lighting District on an annual basis, it is necessary for the City to prepare an Engineer's Report for the

Lighting District. The documents that meet the legal requirements are outlined in Chapter 3 of the Landscaping and Lighting Act of 1972, as contained in the Streets and Highways Code. The Engineer's Report outlines the Lighting District structure, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for the fiscal year. Approval of Resolution No. 9948 orders the preparation of the Engineer's Report for the annual update of the Lighting District.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval by the City Council of the recommended actions, City staff will start the annual assessment district update process.

ATTACHMENTS:

A. Resolution No. 9948
B. Boundary Map

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ATTACHMENT A
APPROVED:
ITEM NO.:

RESOLUTION NO. 9948

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2025/26 IN CONJUNCTION WITH THE ANNUAL UPDATE FOR STREET LIGHTING DISTRICT NO. 1

WHEREAS, the City Council of the City of Santa Fe Springs, California, desires to initiate proceedings for the annual levy of assessments for a street lighting district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as

CITY OF SANTA FE SPRINGS
LIGHTING DISTRICT NO. 1

(Hereinafter referred to as the "District"); and,

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2025 and ending June 30, 2026; and,

WHEREAS, there has been submitted to this City Council, for its consideration at this time, a map showing the boundaries of the area affected by the levy of the assessment for the above referenced fiscal year, said map further showing and describing in general the works of improvement proposed to be maintained in said District, and description being sufficient to identify the works of improvement and the areas proposed to be assessed for said maintenance thereof; and

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report" consisting of the following:

1. Plans and specifications of the area of the work improvement to be maintained; and

2. An estimate of the costs for maintaining the improvements for the above referenced fiscal year; and

3. A diagram of the area proposed to be assessed; and

4. An assessment of the estimated costs for maintenance work for said fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the CITY OF SANTA FE SPRINGS hereby:

1. That the above recitals are true and correct.

2. That a map entitled "City of Santa Fe Springs Lighting District No. 1 Annual Levy" as submitted to this City Council, showing the boundaries of the proposed area to

be assessed and showing the work of improvement to be maintained, and a copy is on file in the Office of the City Clerk and open to public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain costs and expenses for said maintenance work.

3. That the proposed maintenance work within the area proposed to be assessed shall be for certain street lighting improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

4. That the City Engineer, James Enriquez, is hereby ordered to prepare and file with this City Council, a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with Section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

5. That, upon completion, said "Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to section 22623 and 22624 of said Streets and Highways Code.

6. That the City Clerk shall certify to the adoption of this resolution.

APPROVED and ADOPTED this 1st day of April 2025.

I, the undersigned, hereby certify that the foregoing Resolution No. 9948 was duly adopted by the City of Santa Fe Springs City Council following a roll call vote:

AYES:

NOES:

ABSENT:

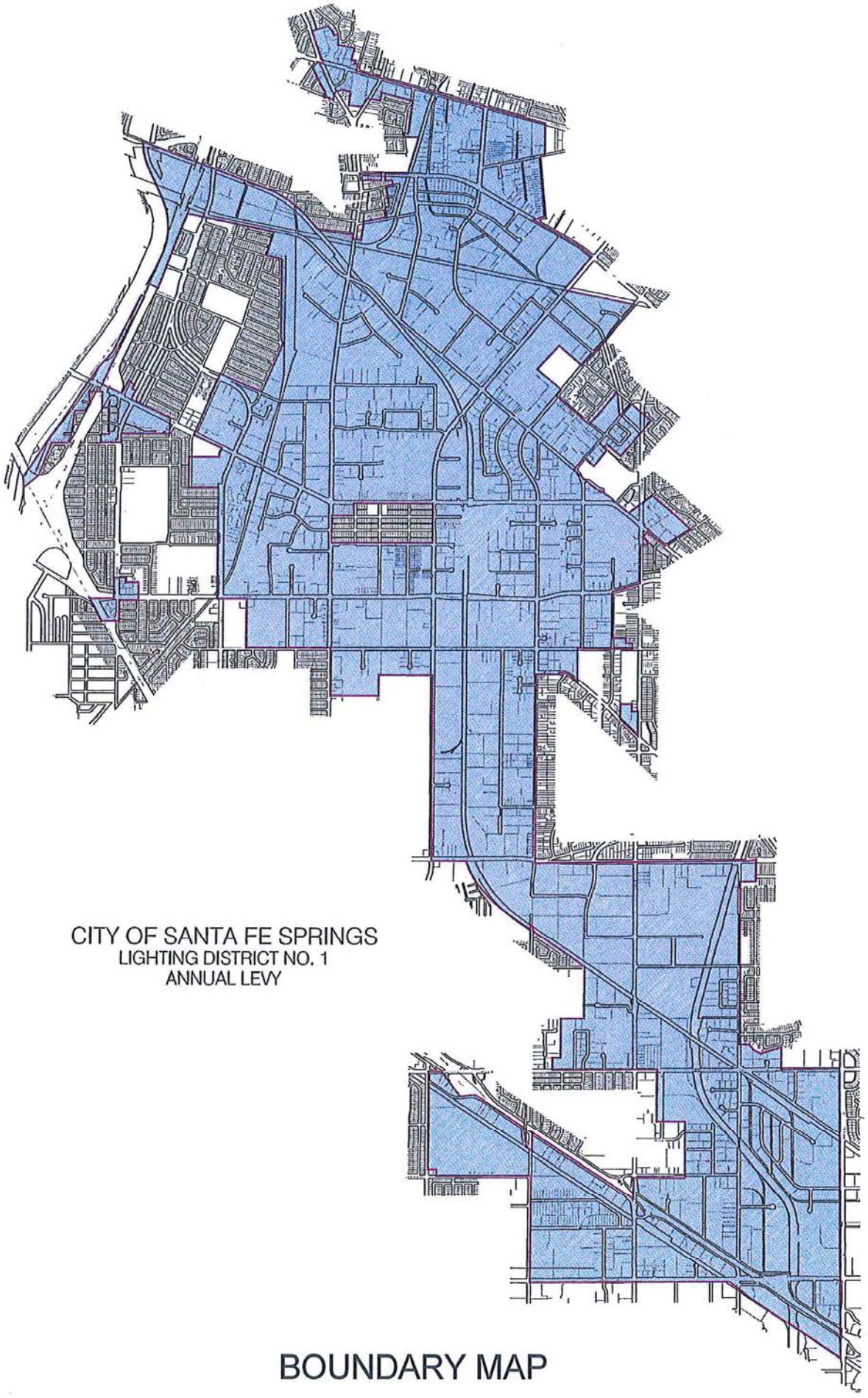
ABSTAIN:

_____
William K. Rounds, Mayor

ATTEST:

_____ _____
Fernando Muñoz, City Clerk Date

ATTACHMENT B



BOUNDARY MAP

ITEM # 17

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 / City Engineer

SUBJECT: **FIRE STATION HEADQUARTERS OFFICE RENOVATION – ADDITIONAL APPROPRIATION OF FUNDS**

DATE: April 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Appropriate an additional $200,000 from the Utility Users Tax (UUT) to the Fire Station Headquarters Office Renovation (PW250007); and

2) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Fire Station Headquarters Office Renovation project is an approved Capital Improvement Project with an approved project budget of $1,134,000, funded entirely by the Utility Users Tax (UUT) Capital Improvement Plan Fund.

Additional and unanticipated costs due to unforeseen conditions and added scope will require an additional appropriation of $200,000 from the Utility Users Tax.

The revised project cost breakdown is as follows:

ITEM	ESTIMATED AMOUNT	
Construction (*Interior Improvements*)	**$**	404,313.00
(Office Furniture)	**$**	185,000.00
(Public Counter)	**$**	60,000.00
(Temporary Office Trailer)	**$**	60,000.00
(Wire Management)	**$**	15,000.00
Design	**$**	50,000.00

Engineering	**$**	70,000.00
Inspection	**$**	115,000.00
Revised Contingency	**$**	374,687.00
Revised Total Project Cost:	**$**	**1,334,000.00**

PROJECT FUNDING		**AMOUNT**
Utility Users Tax (UUT) Capital Improvement Fund - (previously approved project budget)	**$**	1,134,000.00
Additional Appropriation Utility Users Tax (UUT) - Recommended	**$**	200,000.00
Total Project Cost	**$**	**1,334,000.00**

BACKGROUND

On January 21, 2025, the City Council awarded the construction contract for the subject project to RAMCO General Engineering Contractors, Inc. in the amount of $404,313. The solicitation for construction bids was advertised on November 25, 2024, in accordance with the California Public Contract Code.

During the demolition process multiple unforeseen changed condition were encountered requiring additional work including: 1) existing wood framing needed to be replaced; 2) electrical work had to be relocated and updated; 3) existing ceiling tiles were replaced; and 4) due to the age of the structure additional components like drywall and insulation required removal and replacement.

Additional scope was also added to the project, including removal of tile throughout the living quarters and polishing the underlying concrete floor and removal of wood paneling and replacement with drywall in the Chief's office. This work was not in the original scope but was added to avoid displacing Fire staff a second time if the work is done at a later date.

Additionally, abatement of lead and asbestos in the living quarters in the suppression building will require displacement of firefighting staff and will require the extended rental of temporary trailers and the installation of temporary showers.

ANALYSIS

The additional $200,000 in funding will be adequate to complete the project.

ENVIRONMENTAL

N/A

DISCUSSION

The completion of the Fire Station Headquarters Office Renovation project will increase office functionality and provide an aesthetically pleasing appearance.

SUMMARY/NEXT STEPS

Upon the City Council's approval of the recommended action, City staff will coordinate with the Contractor to complete the project.

ATTACHMENTS:

None.

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ITEM # 18

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 / City Engineer

SUBJECT: **ON-CALL PROFESSIONAL ENGINEERING SERVICES - APPROVE CONTRACT AMENDMENT NO. 1**

DATE: April 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Approve Amendment No. 1 to the On-Call Professional Engineering Services Contract Agreements with Onward Engineering and Coast Surveying Inc., providing a 1-year term extension and revising the expiration date to April 6, 2026; and

2) Authorize the City Manager to execute the amendment with each of the consultant firms; and

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Funding for On-Call Professional Engineering services is included in the approved Public Works Department budget and in the various funding sources that fund capital improvement and transportation projects. No additional appropriation is required as a result of the recommended actions since the services provided by these firms is paid from approved project budgets.

BACKGROUND

At the April 6, 2021, meeting, the City Council approved an award of contract with 21 engineering firms to provide on-call engineering services for various disciplines. The term for the Professional Services Agreement was four (4) years and will expire on April 6,

2025. At this time, staff is requesting City Council authorization to extend the On-Call Professional Engineering Services Contract Agreements with the following two firms on the current bench list: 1) Onward Engineering and 2) Coast Surveying Inc. These firms are currently working on task orders that are not complete, and the extension will allow the completion of the active task orders without disrupting ongoing project schedules. The extension also allows time for the RFP process to be completed establishing a new bench list of firms.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

The On-Call Professional Engineering services provide a broad range of professional engineering services. These services augment Public Works/ Engineering Division staff by assisting with project engineering, architectural and landscape design, construction management and inspections, and project management and administration required to implement the approved Capital Improvement Program.

The Amendment No. 1 to the On-Call Professional Engineering Services Contract Agreements will allow Onward Engineering and Coast Surveying Inc. to complete active task orders without disrupting ongoing project schedules.

SUMMARY/NEXT STEPS

Upon the approval of the recommended actions by the City Council, staff will request the execution of Amendment No. 1 to the On-Call Professional Engineering Services Contract to both Onward Engineering and Coast Surveying Inc.

ATTACHMENTS:

A. Amendment Number 1 (Onward Engineering)
B. Amendment Number 1 (Coast Surveying Inc.)

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH ONWARD ENGINEERING

This Amendment Number 1 ("Amendment") is made and entered into this 1st day of April 2025, by and between the City of Santa Fe Springs ("City") and Onward Engineering ("Consultant").

WHEREAS, on April 6, 2021, the City and Contractor entered into an agreement for consultant to provide On-Call Engineering Professional Services to the city ("Agreement"); and

WHEREAS, the Agreement provides for an initial four-year term, terminating on April 6, 2025; and

WHEREAS the parties desire to extend the contract for an additional term of 365-days.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Pursuant to Section 4.1 of the Agreement, the term of the Agreement is extended through April 6, 2026.

2. Pursuant to Section 2 of the Agreement, the compensation for the work completed during the 365-day extension period shall be per the original agreement.

3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

_____
William K Rounds, Mayor

Date: _____

ATTEST :

_____
Fernando Munoz, City Clerk

APPROVED AS TO FORM:

_____
Rick Olivarez, City Attorney

ONWARD ENGINEERING

_____
Majdi Ataya, P.E., President

Date: _____

ONWARD ENGINEERING

_____
Majdi Ataya, P.E., President

Date: _____

AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH COAST SURVEYING, INC.,

This Amendment Number 1 ("Amendment") is made and entered into this 1st day of April 2025, by and between the City of Santa Fe Springs ("City") and COAST SURVEYING, INC., ("Consultant").

WHEREAS, on April 6, 2021, the City and Contractor entered into an agreement for consultant to provide On-Call Engineering Professional Services to the city ("Agreement"); and

WHEREAS, the Agreement provides for an initial four-year term, terminating on April 6, 2025; and

WHEREAS the parties desire to extend the contract for an additional term of 365-days.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Pursuant to Section 4.1 of the Agreement, the term of the Agreement is extended through April 6, 2026.

2. Pursuant to Section 2 of the Agreement, the compensation for the work completed during the 365-day extension period shall be per the original agreement.

3. Except as amended herein, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF SANTA FE SPRINGS

_____
William K. Rounds, Mayor

Date: _____

ATTEST :

_____
Fernando Munoz, City Clerk

COAST SURVEYING, INC.,

_____
Ruel del Castillo, President

Date: _____

COAST SURVEYING, INC.,

_____
Ruel del Castillo, President

Date: _____

APPROVED AS TO FORM:

_____
Rick Olivarez, City Attorney

ITEM # 19

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 / City Engineer

SUBJECT: **ON-CALL TREE MAINTENANCE SERVICES – AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP)**

DATE: April 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Authorize City Staff to advertise an RFP for On-Call Tree Maintenance Services on Planet bids; and

2) Approve Amendment Number 2 to the Agreement with West Coast Arborists, extending the current contract for 90 days to terminate on August 14, 2025, for an additional not-to-exceed fee of $40,000; and

3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Funding for On-Call Tree Maintenance Services is included in the adopted budget for the Department of Public Works. The recommended fee for the contract extension would be paid from the budgeted amount for Fiscal Year 2025-26 since the extension carries into the next fiscal year. The remainder of the budgeted amount will be utilized for the new contract awarded as a result of the RFP.

BACKGROUND

The City Council awarded a two-year On-Call Tree Maintenance Services contract to West Coast Arborist (WCA) effective April 13, 2017. The contract contained a stipulation allowing the City Council to renew the contract an additional two years at the end of the first term, based on performance and approval by the City Council. On April 13, 2018, the

City Council awarded the additional two-year extension setting the expiration on April 13, 2021.

On December 10, 2020, the City Council authorized the issuance of an RFP for this service. The result of the RFP was an award to WCA on April 6, 2021. WCA was awarded a 4-year contract that is set to expire on May 14, 2025.

Therefore, city staff prepared a Request for Proposal for On-Call Tree Maintenance Services that provides for the City to award a contract to a contractor that best meets the City's Tree Maintenance requirements based on their qualifications and experience in performing similar work.

ANALYSIS

Extending WCA's existing contract for a period of 90-days to August 14, 2025 provides staff adequate time to issue and evaluate the RFP and recommend to the City Council the award of a new contract. The proposed additional fee of $40,000 will be utilized to continue routine grid trimming and address any emergencies that may arise until a new contractor is onboarded.

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon approval of the recommended actions by the City Council, Public Works staff will execute Amendment Number 2 with WCA and issue the Request for Proposals.

ATTACHMENTS:

A. Amendment Number 2
B. Request for Proposals

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

SECOND AMENDMENT TO CITY OF SANTA FE SPRINGS LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC.

This Second Amendment to Landscape Maintenance Services Agreement ("Second Amendment") is made and entered into this 1st day of April 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation ("City") and West Coast Arborists, Inc., a California corporation ("Contractor"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both City and Contractor.

RECITALS

WHEREAS, on May 14, 2021, City and Contractor entered into the Landscape Maintenance Services Agreement for Contractor to provide Tree Maintenance services to City ("Agreement");

WHEREAS, on September 20, 2022, City and Contractor entered into Amendment Number One, amending the Agreement to include that Contractor will provide tree and stump removal services for twenty-three (23) pine trees and City will pay Contractor an additional Forty-Four Thousand One Hundred Forty Dollars and Zero Cents ($44,140.00) ("First Amendment");

WHEREAS, the Agreement provides for a four-year term that will terminate on May 14, 2025; and

WHEREAS, the Parties desire to further amend the Agreement to extend the Agreement by an additional term of 90-days, from May 14, 2025 to August 12, 2025, and include that City will pay Contractor additional compensation not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00) for work completed during the extension.

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

1. The Recitals, and the terms defined therein, are true and correct and are hereby incorporated into and made a part of this Second Amendment.

2. Section 1 of the Agreement is hereby amended to extend the term of the Agreement through August 12, 2025.

3. Pursuant to Section 5 of the Agreement, the total compensation to Contractor for the work completed during the 90-day term extension shall not exceed Forty Thousand Dollars and Zero Cents ($40,000.00).

4. Except as otherwise set forth in this Second Amendment, the Agreement and First Amendment shall remain binding, controlling, and in full force and effect. Section 1 of the Agreement notwithstanding, this Second Amendment, together with the Agreement and First Amendment, shall constitute the entire, complete, final, and

exclusive expression of the Parties with respect to the matters addressed in both documents.

5. The provisions of this Second Amendment shall be deemed a part of the Agreement and First Amendment and except, as otherwise provided under this Second Amendment, the Agreement and First Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Agreement and First Amendment, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Agreement and First Amendment and no further.

6. If any portion of this Second Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

8. The individuals executing this Second Amendment and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

9. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[*SIGNATURES ON NEXT PAGE*]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on the day and year first appearing above.

CITY OF SANTA FE SPRINGS

_____
William K. Rounds, Mayor

Date: _____

ATTEST:

_____
Fernando Munoz, City Clerk

APPROVED AS TO FORM:

_____
Rick Olivarez, City Attorney

WEST COAST ARBORISTS, INC.

_____
Patrick Mahoney, President

Date: _____

WEST COAST ARBORISTS, INC.

_____
Richard Mahoney, Secretary

Date: _____

CITY OF SANTA FE SPRINGS

REQUEST FOR PROPOSALS

TREE MAINTENANCE SERVICES

DEPARTMENT OF PUBLIC WORKS

INQUIRIES REGARDING THIS PROJECT MAY BE DIRECTED TO:

James Enriquez, PE
Director of Public Works
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Phone (562) 868-0511, Extension 7611

April 1, 2025

REQUEST FOR PROPOSALS

TREE MAINTENANCE SERVICES

The City of Santa Fe Springs ("City") is issuing a request for proposals ("RFP") from qualified tree maintenance contractors for a period of up to five (5) years. The the proposed tree maintenance work services will be required to be performed and completed in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements and as described in the Scope of Services (**Attachment "A"**) of this RFP.

The City invites proposals for the above-stated services and will receive such proposals in the Director of Public Works Office, City of Santa Fe Springs, 11710 E. Telegraph Road, Santa Fe Springs, California 90670, **until 3:00 p.m. on Thursday, May 1, 2025.**

Interested proposers must submit six (6) copies of their proposal ("Proposal") labeled **"PROPOSAL FOR TREE MAINTENANCE SERVICES"** to:

James Enriquez, P.E.
Director of Public Works
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Proposals received after the time and date specified above will not be accepted and will be returned to the proposer unopened. No pre-submittal meeting has been scheduled for this RFP.

The City reserves the right to: reject any or all proposals, to waive any irregularity in any Proposal received, and to be the sole judge of the merits of the respective proposals it receives, and to take all Proposals under advisement for 45 days. The award, if made, will be made to the Contractor whose Proposal best meets the technical requirements and qualifications of the RFP as determined by the City. The Proposal submitted by the selected respondent shall be incorporated as part of the final contract accordingly.

All questions regarding this project must be directed to James Enriquez at (562) 868-0511, extension 7611.

INSTRUCTIONS TO PROPOSERS

1. TIMELINE TO SOLICIT PROPOSALS

In support of the selection process, the following timeline has been established:

DESCRIPTION	DATE/TIME
Request for Proposals Released	4/7/2025
Deadline to Submit Questions	4/17/2025 by 5:00 pm
Deadline to Receive Proposals	5/1/2025 by 3:00 pm

The City reserves the right to modify any element of the timeline should that become necessary.

2. PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting has been scheduled for this RFP.

3. SUBMISSION OF PROPOSALS

To be considered, the Proposals must be received by the Department of Public Works, City of Santa Fe Springs, by 3:00 p.m. on Thursday, May 1, 2025. Contractors must submit six (6) copies of their Proposal labeled "**PROPOSAL FOR TREE MAINTENACE SERVICES**" to:

James Enriquez, PE
Director of Public Works
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670-3658

Proposals, and amendments to Proposals, submitted after the date and time specified above will not be accepted and will be returned to the Contractor unopened.

4. DISSEMINATION OF RFP INFORMATION

From time to time, the City may issue responses to requests for clarifications, questions, comments, and addenda to this RFP, or other material related to this solicitation. **By submitting a Proposal, respondents are deemed to have constructive knowledge and notice of all information pertaining to this RFP.**

5. ADDENDA TO THE RFP

Any change(s) or revision(s) to the requirements of this RFP initiated by the City will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into and made a part of the terms and conditions of any resulting agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP unless they have been documented by addenda to this RFP. Respondents will be required to document that they are aware of all addenda issued by the City in their proposal.

6. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

A. Contact Person for the Project

All questions or contacts regarding this RFP must be directed to Mr. James Enriquez, PE, Director of Public Works who can be reached at (562) 868-0511, ext. 7611 or by email at jamesenriquez@santafesprings.gov.

B. Clarifications of the RFP

Respondents are encouraged to promptly notify the City of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a respondent require clarifications to this RFP, the Contractor shall notify the City in writing in accordance with Subsection "A" above. Should it be found that the point in question is not clearly and fully set forth in the RFP, a written addendum clarifying the matter will be issued.

C. Submitting Requests

All questions must be submitted to the City by 5:00 p.m. on Thursday, April 17, 2025. The City shall not be responsible for failure to respond to a request or question that has not been labeled correctly. Questions can be submitted via U.S. Mail, Personal Courier, Fax or Email as long as they are received no later than the date and time specified above. The City shall not be liable for any late submittals due to courier method or electronic delivery.

Requests for clarifications, questions and comments received after 5:00 p.m. on Thursday, April 17, 2025, will not be responded to.

D. City Responses

The City, in its sole discretion, will respond to requests for clarifications, questions and comments. **Responses will be emailed to respondents.**

7. COST OF PROPOSAL PREPARATION

Any party responding to this RFP shall do so at their own risk and cost. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Contractor who elects to submit a proposal in response to this RFP or by any Contractor that is selected. Pre-contractual expenses are defined as expenses incurred by Contractors and the selected Contractor, if any, in:

- Preparing a Proposal and related information in response to this RFP.
- Submitting a Proposal to the City.
- Negotiations with the City on any matter related to this RFP.
- Costs associated with interviews, meetings, travel or presentations; or
- Any and all other expenses incurred by a responding party prior to the date of award, if any, of an agreement, and formal notice to proceed.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Contractor.

8. CONFLICT OF INTEREST

By responding to this RFP, the Contractor represents to the best of its knowledge that:

- Neither the respondent, nor any of its affiliates and associated staff, have communicated with any member of the City since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP.
- Neither respondent, nor any of its affiliates and associated staff, has obtained or used any information regarding this RFP and the proposed services that has not been generally available to all responding parties, and
- No conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with the City.
- Neither respondent, nor any of its affiliates have any financial interest in any property that will be affected by any of the referenced projects.
- Neither respondent, nor any of its affiliates or associated staff, have a personal relationship with any member of the governing body, officer or employee of the City who exercises any functions or responsibilities in connection with this RFP and/or the referenced project(s).

9. KEY PERSONNEL

It is imperative that personnel proposed to provide services have the background, experience and qualifications to properly undertake all necessary services for the successful performance of the Scope of Services. Responding parties must identify all proposed personnel in its Proposal. The team must be well qualified and have sufficient experience in the areas described in the Scope of Services as described in **Attachment "A**."

10. BASIS FOR AWARD OF CONTRACT

The City intends to select the Contractor on the basis of demonstrated competence and professional qualifications in accordance with Scope of Services. To that end, the contract is to be awarded to the responding party whose proposal best meets the technical requirements of the RFP as determined by the City. Should an award be made, the Proposal submitted by Contractor shall be incorporated as part of the final contract to be executed between the Contractor and City, accordingly.

11. TERM OF AGREEMENT

The term of the Tree Maintenance Services Agreement ("Agreement") with the selected Contractor is three (3) years, effective the date of executing the Agreement ("Term"). The City reserves the right to extend the original Term by two (2) additional one (1) year terms based on performance and City Council approval.

The City will compensate the Contractor for actual hours worked by assigned personnel on a monthly basis. Compensation will be based on the fee schedule as set forth in the Proposal. The Contractor will provide an invoice clearly documenting the services performed consistent with an approved Monthly Service Schedule.

12. REQUIRED FORMAT FOR PROPOSALS

The City is requiring all proposals submitted in response to this RFP to follow a specific format. The Proposal, including the appendices, shall not exceed thirty (30) pages in length, utilizing 8.5″ x 11″ pages with one-inch margins. As an exception, 11″ x 17″ pages may be used to display organizational charts. Font size shall not be smaller than 12 points for text or eight (8) point for graphics. Dividers used to separate sections will not be counted. Creative use of dividers to portray team qualifications, etc. is discouraged.

Responding parties are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by any responding party that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.

The Proposal should be organized as described below. Each section of the written proposal should contain the title of that section, with the response following the title. The following are the required titles with a brief statement as to that section's desired content:

A. Letter of Offer

The Letter of Offer shall be addressed to James Enriquez, PE, Director of Public Works, City of Santa Fe Springs, and at a minimum, must contain the following:

- Identification of responding party, including name, address and telephone number.
- Name, title, address, and telephone number of contact person for this RFP.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 45 calendar days from the date of submittal.
- Acknowledgement that if selected as the Contractor, the Contractor is obligated by all addenda to this RFP.
- Signature of a person authorized to bind the proposing party to the terms of the Proposal.
- Signed statement attesting that all information submitted with the Proposal is true and correct.

B. Qualifications of the Firm

This section of the Proposal shall explain the ability of the proposer to satisfactorily perform the required Scope of Services as provided in **Attachment "A**." More specifically, in this section, the Contractor shall:

- Provide a profile of the responding party's company, including the types of services offered; the year founded; form of organization (corporate, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of company's financial condition, including any conditions (e.g., bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars ($25,000) for or against the firm; planned office closures or mergers that may impede Contractor's ability to provide Tree Maintenance Services).
- Provide information on the strength and stability of the company's current staffing capability and availability; current workload; and proven record of meeting schedules on similar tree maintenance contracts.

C. Proposed Staffing

The identity of personnel proposed to perform the work in the specified tasks, including major areas of the work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

D. Acknowledgement

Proposers must complete, execute and include as a part of the Proposal, the attached Acknowledgement for Tree Maintenance Services (**Attachment "B"**), which acknowledges and certifies that the proposer will enter into an agreement with the City for services in accordance with the Pricing Schedule submitted with this RFP.

E. Pricing Schedule

Proposers must complete and include as part of the Proposal, the attached Bid Schedule (**Attachment "C"**), including the Additional Prices Bid Form (**Attachment "D")**.

F. Client References

Provide five (5) most recent similar clients (including agency name, contact person, title, address, phone number, and email address) (**Attachment "E"**). The City is most interested in public agency clients based in the State of California and may randomly select agencies to contact from the reference list as part of the evaluation process.

13. PROPOSAL EVALUATION PROCESS AND CRITERIA

A. GENERAL

All proposals will be evaluated based on the technical information and qualifications presented in the proposal, reference checks, and other information, which may be gathered independently. Requests for clarification and/or additional information from any proposer may be requested at any point in the evaluation process. The proposed pricing schedule as provided in the Bid Schedule and the Additional Services Price Bid Form will be an important criterion; however, the City reserves the right to select a Contractor that presents the best qualifications, but not necessarily the lowest quoted prices.

B. EVALUATION CRITERIA

- Completeness of the Proposal.
- Respondent's experience in performing similar work as described in the Scope of Services.
- Respondent's capability to perform the work based on staffing and equipment.
- Respondent's demonstrated understanding of the Scope of Services.
- Quality of work previously performed by the proposer as verified by reference checks as provided by the proposer.
- Ability to perform the work described in the Scope of Services according to the Bid Schedule and Additional Services Bid Price Form.

C. EVALUATION AND RANKING

After evaluating all proposals received, the City may invite up to a maximum of three (3) most qualified proposers to interview with the City Evaluation Committee, if necessary, as deemed by the City.

Respondents selected to interview with the City Evaluation Committee should have available the project manager and key project personnel available to discuss the following:

- The major elements of the Proposal and be prepared to answer questions clarifying the Proposal.
- A description of previously related experience.

D. FINAL SELECTION

The final selection will be the Contractor which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The City maintains the sole and exclusive right to evaluate the merits of the Proposals received.

14. EXCEPTIONS OR ADDITIONS

The Proposal shall include a detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Contractor's submittal is contingent and which

shall take precedence over this RFP.

15. INSURANCE REQUIREMENTS

Prior to the start of contract negotiations, the highest qualified proposer will be required to submit to the City the required insurance certificates for the company and its employees.

The successful responding party shall indemnify and hold City and its officers, agents, employees, and assigns harmless from any liability imposed for injury whether arising before or after completion of work hereunder or in any manner directly or indirectly caused, occasioned, or contributed to, or claims to be caused, occasioned, or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with, or incident to, or arising out of the performance of the Scope of Services under this RFP.

The Contractor selected will be required to maintain the following levels of insurance coverage for the duration of the services provided, as well as any sub-consultants hired by the Contractor:

- Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits not less than $1,000,000 per accident.
- Commercial general liability insurance or equivalent form, with a combined single limit of not less than $5,000,000 per occurrence, $10,000,000 General Aggregate, for Bodily Injury, Personal Injury and Property Injury.
- Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $5,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

16. RIGHTS OF THE CITY

The City reserves the right, in its sole discretion and without prior notice, to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify or revise the Scope of Services; to modify the City's obligations or selection criteria; or take other actions needed to meet the City's goals. In addition, the City reserves the following rights:

- The right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal.
- The right to amend, revise, withdraw or cancel this RFP at any time without prior notice.
- The right to postpone proposal openings for its own convenience.
- The right to request or obtain additional information about any and all proposals submitted pursuant to this RFP.

- The right to conduct a background check of any party responding to this RFP. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the proposers.

- The right to waive minor discrepancies, informalities and/or irregularities in the RFP or in the requirements for submission of a Proposal.

- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due date for submittals; and modification of any part of this RFP, including timing of RFP decisions and the schedule for presentations.

- The right to disqualify any potential Contractor on the basis of real or perceived conflict of interest that is disclosed or revealed by information available to the City.

- The right at any time, subject only to restrictions imposed by a written contractual agreement, to terminate negotiations with any potential Contractor and to negotiate with other potential Contractors who are deemed qualified.

- Although cost is an important factor in deciding which Contractor will be selected, it is only one of the criteria used to evaluate Contractors, as demonstrated in the Evaluation Criteria, above. City reserves the absolute right, in its sole discretion, to award a contract, if any, which under all the circumstances will best serve the public interest.

- City reserves the right to reject any or all proposals or to make no award at all, to determine whether any alternate proposals are equal to the specifications and general requirements, and to accept proposals with minor variations from the Request for Proposals and/or conditions. The City reserves the right to negotiate for a higher level, lower level or additional services.

This RFP is not a contract or commitment of any kind by the City. This RFP does not commit the City to enter into negotiations with any Contractor and the City makes no representations that any contract will be awarded to any consultant that responds to this RFP. Proposals received by the City are public information and will be made available to any person upon request after the City has completed the proposal evaluation. Submitted proposals are not to be copyrighted.

Should City and Contractor enter into a contract pursuant to this RFP, it shall be duly noted that entering into such an agreement shall be interpreted, construed, and given effect in all respects according to the laws of the State of California. The selected contractor shall secure a City business license through the City's Finance and Administrative Services Department at the time the contract is awarded.

Waiver of Proposals

Proposals may be withdrawn by submitting written notice to the City's Contact Person at any time prior to the submittal deadline. Upon submission, the Proposal and all collateral material shall become the property of the City.

17. RIGHTS TO MATERIALS

A. CITY PROPERTY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Contractor that are submitted as part of the proposal and not withdrawn shall, upon receipt by City, become property of City.

B. CALIFORNIA PUBLIC RECORDS ACT DISCLOSURES

The Contractor acknowledges that all information submitted in response to this RFP is subject to public inspection under the California Public Records Act (Gov. Code § 7920.000 *et seq.*) unless exempted by law. If a party responding to this RFP believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature or other reasons, it must identify such information and the basis for the belief in its disclosure. **Any proposal submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected from further consideration for an award under this RFP.** Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations is successfully concluded.

Attachment "A"

SCOPE OF SERVICES

TREE MAINTENANCE SERVICES

It shall be understood that the company selected under this RFP will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor shall be responsible for all work under this Scope of Services and shall not assign any aspect to any subcontractor without prior written authorization from the City.

A Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

- **GPS Tree Inventory /Online Maintenance Access***
- **Tree Trimming/Grid Pruning**
- **Special Service Request Pruning**
- **Tree Removal/ Stump Removal**
- **Emergency Services**
- **Arborist Service**
- **Pine Tree/Palm Tree Pruning**

GPS TREE INVENTORY

Within the first 60-days of the contract term, the Contractor shall be required to provide to the City access to a record keeping system consisting of an Internet based software program that allows the City to maintain information about its tree inventory, including the description of each tree by species, height, diameter, work history, and site location. Additionally, the program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, and contractor equipment GPS location monitoring. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of City tree species. Contractor shall provide software support to the City for the entire term of the contract. Provisions of the GPS Tree Inventory System shall include:

1. Conduct an inventory of the City's trees to be maintained under this Contract by an ISA Certified Arborist including coordinates for all trees in public places. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a GIS program such as ArcView. The inventory collector will identify the tress by their global coordinates of longitude and latitude. By collecting the data using the GIS program, the city can consolidate the tree data with other GPS coded programs in the city.
2. Contractor shall have at minimum ten (10) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. Contractor shall have developed a complete and comprehensive computer software program for at

least five (5) California cities. The program should have specialized reports designed specifically for the City's needs. The program should be developed based on the needs of the city. The user-friendly program should allow the city to generate a variety of reports quickly.

3. The tree inventory program must include a mobile application for field use. The application must reflect live data as it exists in the tree inventory program. The functionality of the mobile application must be compatible with Android and Apple systems, be usable for precision mobility view as user moves through canopied areas, include multiple layer features including aerial imagery and street names, display tree icons based on precise GPS coordinates, be able to display live work history records, and allow live data updates.
4. Provide not less than two training sessions in the use and manipulation of the street tree database with City staff to include hands-on demonstration and ongoing training as needed.
5. The inventory system described above shall be considered an instrument of service under this Contract and shall remain the property of the City during the life of and following the termination of this Tree Maintenance Agreement.
6. Contractor shall provide routine software maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. Contractor shall provide complete software support rapidly with experienced staff available to the City during the hours of 6:00 a.m. to 4:00 p.m. Monday through Friday.

*Online maintenance is defined as Internet access to Urban Forestry Management Software for GPS tree inventories that include work order tracking, ability to send work requests, including but not limited to, maintenance recommendations, tree conditions, pruning, planting, tree and stump removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

TREE TRIMMING/GRID PRUNING SERVICES

The tree trimming services will be based on the City's grid system. City staff will identify the specific grid area and time frame to perform the work.

SPECIAL SERVICE REQUEST PRUNING

The location of each work area to be serviced will be identified by City staff via a Work Order. Contractor shall report the location of work to City Staff.

TREE REMOVAL/ STUMP REMOVAL

Upon notification by City staff to Contractor of trees to be removed, Contractor shall notify affected residents at least forty-eight (48) hours in advance and submit USA ticket. Contractor shall remove tree, grind stump to a depth of eighteen inches (18″) and haul all debris.

Stumps shall be cut low enough to the ground where grinding can be done safely. All holes shall be backfilled the same day. The resultant chips from grinding may be used to fill the hole to two inches (2″) above normal ground level. All excess grinding chips and debris will be removed and loaded into transport vehicles for disposal. No wood or debris shall be left along the public right-of-way. All tree parts are to be loaded into transport vehicles or containers. Any damaged paved surfaces shall be restored to their original condition.

EMERGENCY SERVICES

The City may call upon the Contractor to respond to an emergency that requires immediate attention during working hours and outside of working hours. The city will be the sole judge in determining an emergency. Contractor shall be required to respond to the emergency within one (1) hour of notification by the City

ARBORIST SERVICES

On occasion, the city requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations, and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis

PRUNING PALM TREES/ PINE TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by City staff in accordance with the following:

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the city administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.

Pine tree pruning shall consist of removing heavy, dead, conflicting, and broken branches ensuring 25% of canopy is trimmed.

Pine trees shall be trimmed on a two-year cycle and during the months of October through December (winter months) to prevent excessive sapping.

EMERGENCY INFORMATION

The name, address and telephone numbers of the Contractor shall be filed with the City Engineer, the Municipal Services Yard (12636 Emmens Way), the Police Services Center (11576 Telegraph Road) and the Fire Department (11300 Greenstone Avenue).

STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel.

PROJECT COORDINATION AND SUPERVISION

City shall designate the Director of Public Works or his designee as the City's Contract Administrator and shall act as the City's representative for the performance of the Agreement. The Contract Administrator shall have the power to act on behalf of the City for all purposes under the Agreement. Contractor shall not accept direction or orders from any person other than the City's Contract Administrator.

Contractor shall designate a Supervisor to act as the Contractor's representative for the performance of this Agreement. The Supervisor shall have full authority to represent and act on behalf of the Contractor for all purposes under the Agreement. The Supervisor shall supervise and direct the performance of all Tree Maintenance Services. The Supervisor shall meet with the Contract Administrator as necessary to effectuate the purposes of the Agreement, and must be available to respond to inquiries, job walks and inspections of the service areas as required.

WORKFORCE

Contractor shall pay all workmen engaged in the work, prevailing rates of wages for public works contracts, as determined by the Director of Industrial Relations of the State of California or Secretary of Labor for Federal Rates, whichever is greater.

The Contractor shall provide sufficient personnel to perform all work in accordance with the Agreement.

UNIFORMS

Contractor's personnel shall be clearly identifiable as an employee of the Contractor while working in the City by wearing clean and neat uniforms, complete with company name, logo and nametag.

The Contractor shall require its personnel to wear proper PPE including but not limited to work shoes and other clothing and gear required by Federal and/or State of California Safety Regulations.

VEHICLES AND EQUIPMENT

Contractor shall provide an adequate number of vehicles and equipment to perform the Scope of Services. All vehicles shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies and jurisdiction.

The Contractor's vehicles shall be clearly identifiable by company name and logo, printed conspicuously on the vehicle. Each vehicle shall also bear a distinct identification number.

COOPERATION WITH OTHER WORK FORCES

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by other agencies, companies, and/or the city. The City, its workers and contractors, utility companies and others, shall have the right to operate within or adjacent to the work site during the performance of the Scope of Services.

The Contractor shall not be entitled to any additional compensation from the City for damages or delay resulting from such simultaneous, collateral, and essential work.

CLEANING AND ENVIRONMENTAL CONTROLS

Contractor shall comply with all applicable litter, pollution and environmental laws (National Pollutant Discharge Elimination System Regulations) while performing the Scope of Services.

Contractor shall exercise every reasonable precaution to protect storm drains from pollution. The Contractor shall not discharge smoke, dust or any other pollutants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

PROTECTION OF PROPERTY

Contractor shall be responsible for the protection of public and private property adjacent to each work site and shall exercise due caution to avoid damage to such property. Should any facility, structure, or property be damaged during the operations of the Contractor, the Supervisor shall immediately notify the property owner(s) or authorities.

Contractor shall repair or replace all existing improvements that are damaged because of its operations, at its own expense. The Contractor shall pay all damages and losses incurred. Repairs and replacements should be at least equal to existing improvements and shall match them in finish and dimension. Landscaping damaged by the Contractor's operations shall be restored or replaced in as nearly the original condition and location as reasonably possible.

TRAFFIC CONTROL – PUBLIC CONVENIENCE AND SAFETY

Contractor shall comply with the requirements of the American Public Works Association Traffic Control Handbook, and the State of California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones, except as modified and supplemented below:

1. Contractor shall conduct its operations to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

2. Contractor shall maintain safe and adequate pedestrian and vehicular access to all properties. Access shall be continuous and unobstructed, unless otherwise approved by the Contract Administrator.

3. Contractor shall furnish and maintain all signs to safely guide the public through the project limits, as described herein, and as directed by the Contract Administrator.

4. Contractor's employees working within the right-of-way shall always wear reflective vests.

5. Lane Closures. In compliance with the California Traffic Control Handbook, Contractor shall provide, at its own expense, all materials, equipment and trained personnel required for proper closure of one or more lanes of traffic on City streets. This shall include, but not limited to the provision of cones, delineators, barricades, traffic control signs, arrow boards, extra traffic personnel, etc.

6. Parking Restrictions. When necessary to facilitate the work, on-street parking of Contractor vehicles shall be restricted to within the work area limits, during the specified working hours, on weekdays only. Temporary "NO PARKING" signs shall be provided and posted by the Contractor not less than seventy-two (72) hours in advance of the start of work requiring said restriction. Temporary "NO PARKING" signs must clearly state the days, dates and hours when the parking restrictions will be in effect.

PERMITS AND LICENSES

Contractor shall obtain all applicable permits and licenses required by other agencies of the State of California and County of Los Angeles, as well as a City business license. All applicable permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors (if applicable).

NORMAL WORKING HOURS

Unless otherwise approved by the City, work or activity of any kind shall be limited to the hours between 7:00 a.m. to 5:00 p.m. Monday through Friday. No noise from the work performed under this Agreement shall be permitted between the hours of 5:00 p.m. and 7:00 a.m. of the next day, pursuant to the City of Santa Fe Springs Municipal Code.

No work shall be performed at night (5:00 p.m. to 7:00 a.m.), Saturday, Sunday or during City holidays as follows:

New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, every day appointed by the President or Governor for a public holiday.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday is observed.

EMERGENCY WORK

The City may call upon the Contractor to respond to an emergency that requires immediate attention during working hours and outside of working hours. The City will be the sole judge in determining an emergency. Contractor shall be required to respond to the emergency within one (1) hour of notification by the City

DEDUCTIONS

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

1. Work identified in the Work Order is defective, incomplete or not performed, including any maintenance not performed due to inclement weather and not rescheduled.
2. Claims filed or reasonable evidence indicating probably filing of claims for damages caused by the Contractor to private or public property.
3. Expenses incurred by the City to perform work required as identified in the Work Order that the Contractor performed in a defective or incomplete manner

PESTS AND DISEASES

Upon working on any tree known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees. All material and debris shall be chipped to one inch (1″) or smaller and shall not be left on site or used as mulch off site. Debris shall be handled in a manner consistent with the latest version of all appropriate Best Management Practices (BMP) which minimizes the chances of spreading infection or infestation. No additional

charges for disinfection or special handling shall be allowed.

PESTICIDE TREATMENT OF TREES (TREE HEALTHCARE)

Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations. Applications will be made by drench, spray, or injection of soil or tree trunk as conditions warrant. City policy encourages the use of the least toxic pesticide required for effective control of a given pest.

Contractor shall submit Pesticide Usage Reports to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours, and equipment. Reports will provide all information needed in a format sufficient for all annual reporting, including IPM and NPDES.

MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify this Scope of Work with the joint approval of the Contractor and the City administrator. Any modifications to the Scope of Services shall be in writing, incorporated as an amendment to the Agreement between the Contractor and the City and signed by all parties.

If the City should require additional work beyond this Scope of Services, the Contractor shall provide a competitive quote for the work and the City shall approve the quote in writing prior to commencement of the additional work.

Attachment "B"

PROPOSAL

FOR

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Proposals for Tree Maintenance Services (RFP), the undersigned RESPONDENT hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Tree Maintenance Services set forth in the Request for Proposal and to perform all work in the manner and time described therein.

RESPONDENT declares that this **original** proposal is based on this RFP, and all other applicable documents. If this proposal is accepted for award, RESPONDENT agrees to enter into an agreement with the City of Santa Fe Springs at the price(s) set forth in the following Proposal.

RESPONDENT understands that a pricing proposal is required for the entire Scope of Services under this RFP, and that the price(s) and quote(s) includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the RESPONDENT.

Dated this_____day of_____, 2025.

RESPONDENT'S INFORMATION:

_____ _____

Signature Name (Please Print or Type)

_____

Title

_____

Company Name

_____

Company
Address ( )

_____

Company Business

_____

Phone No. E-mail

Address

_____

Attachment "C"

BID SCHEDULE

TREE MAINTENANCE SERVICES

IN THE CITY OF SANTA FE SPRINGS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	GRID TREE PRUNING				
1.	GridTree Trimming	2,500	EA	$ _____	$ _____
	GPS TREE INVENTORY / ONLINE MAINTENANCE ACCESS				
2.	GPS Tree Inventory and Software	1	LS		$ _____
	SPECIAL REQUEST TREE PRUNING IN DBH				
3.	Extra Small Trees (0"-6")	1	EA	$ _____	
4.	Small Trees (7"-12")	1	EA	$ _____	
5.	Medium Trees (13"-24")	1	EA	$ _____	
6.	Large Trees (25"-30")	1	EA	$ _____	
7.	Extra Large Trees (>31")	1	EA	$ _____	
8.	Palm Trees	1	EA	$ _____	
9.	Pine Trees	1	EA	$ _____	
	SPECIAL REQUEST TREE REMOVAL IN DBH				
10.	Extra Small Trees (0"-6")	1	EA	$ _____	
11.	Small Trees (7"-12")	1	EA	$ _____	
12.	Medium Trees (13"-24")	1	EA	$ _____	
13.	Large Trees (25"-30")	1	EA	$ _____	
14.	Extra Large Trees (>31")	1	EA	$ _____	
	SPECIAL REQUEST STUMP REMOVAL IN DBH				
15.	Extra Small Trees (0"-6")	1	EA	$ _____	
16.	Small Trees (7"-12")	1	EA	$ _____	
17.	Medium Trees (13"-24")	1	EA	$ _____	
18.	Large Trees (25"-30")	1	EA	$ _____	
19.	Extra Large Trees (>31")	1	EA	$ _____	

Attachment "D"

ADDITIONAL SERVICES BID PRICE FORM

TREE MAINTENANCE SERVICES

EXTRA WORK AND EMERGENCY RESPONSE

ITEM NO.	DESCRIPTION	UNIT	PRICE
1.	Emergency Call-out (3-man crew w/equipment)	HOUR	**$** _____
2.	Labor Rate	HOUR	**$** _____
3.	Crew Rental (3-man crew w/equipment)	HOUR	**$** _____
4.	Specialty Equipment Rental (100-ft Boom Truck)	HOUR	**$** _____
5.	Tree Healthcare- Trunk Injection	PER TREE	**$** _____
6.	Tree Healthcare- Soil Injection	PER TREE	**$** _____
7.	Tree Healthcare- Canopy Application	PER TREE	**$** _____
8.	Arborist Services	HOUR	**$** _____
9.	Tree Inspection by Tree Risk Assessment Certified Personnel	HOUR	**$** _____

***NOTE: Equipment, supplies and materials shall be included in all the Hourly Rates for Extra Work and Emergency Call-Out for Tree Maintenance Services.**

Attachment "E"

REFERENCES

Please list a minimum of three references for tree maintenance services that your company has completed under a contract awarded by the indicated public agency (Agency) within the past thirty-six (36) months. Include the Agency's name, address, telephone number, and contact person of responsible charge. Public Works contracts should be the primary preference.

Complete information is important. The responding party's qualifications and experience as well as quality, fitness and capacity of Contractor will be used as evaluation criteria and a determining factor in award of contract recommendation by the City Evaluation Committee. **A lack of references or unsuitable summary of past performance as reported by references, may be considered by the City as sufficient reason to reject a Proposal under this RFP.**

1. Agency: _____
   Address: _____
   Phone No.: _____ Contact: _____
   Email: _____ Title: _____
   Project: _____ Contract Term _____

2. Agency: _____
   Address: _____
   Phone No.: _____ Contact: _____
   Email: _____ Title: _____
   Project: _____ Contract Term _____

3. Agency: _____
   Address: _____
   Phone No.: _____ Contact: _____
   Email: _____ Title: _____
   Project: _____ Contract Term _____

4. Agency: _____
   Address: _____
   Phone No.: _____ Contact: _____
   Email: _____ Title: _____
   Project: _____ Contract Term _____

5. Agency: _____

Address: _____

Phone No.: _____ Contact: _____

Email: _____ Title: _____

Project: _____ Contract Term _____

NOTE: The Contractor may attach prepared reference sheets in lieu of completing this form.

2025
CONTRACT SERVICES AGREEMENT
(Contractor: [NAME])
(Nature of Engagement: Tree Maintenance Services and GIS-Based Tree Maintenance and Inventory Management Tool)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2025 (the "Effective Date") by and between the CITY OF SANTA FE SPRINGS, a municipal corporation (hereinafter, "CITY") and [CONTRACTOR NAME] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

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

WHEREAS, CITY requires regular and emergency tree maintenance and removal services, and a GIS-based tree maintenance and inventory management tool; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement.

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

Section 1. Recitals

The Recitals set forth above and true and correct and incorporated herein to this Agreement by this reference.

Section 2. Term.

A. This Agreement shall have a term of three (3) years commencing on the Effective Date. Time is of the essence for this Agreement.

B. The City shall have the sole option to extend the Agreement term for two (2) additional, one (1) year terms. CITY will provide CONTRACTOR with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the term or any prior extension term. In the event CITY exercises its option to extend this Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the

duties, responsibilities, and liabilities of the parties hereto. CONTRACTOR shall provide CITY written acceptance to extend the Agreement term within ten (10) days of service of CITY's written notice to extend the term.

C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

Section 3. Scope of Work.

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "INSERT TITLE OF CITY REQUEST FOR PROPOSAL" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF CONSULTANT PROPOSAL" (hereinafter, the "CONTRACTOR Proposal"). The term "Scope of Services" shall be a collective reference to the CITY RFP and CONTRACTOR Proposal. The capitalized term "Work" or "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services, attached hereto as **Exhibit "A"** to this Agreement and incorporated herein by this reference. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONTRACTOR Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.

C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.

D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Work performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the

reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 4. Performance of Work.

A. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:

1. A detailed description of the specific services or tasks requested;
2. The location of where the particular services or tasks are to be performed, if applicable;
3. A timeline for completing the requested services or tasks;
4. Any other information CITY deems necessary and relevant to the requested services or tasks; and
5. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.

B. CONTRACTOR shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth above. Once a written Work Order is received, CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the tasks and services as set forth in the Work Order or the Scope of Work. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.

C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.

D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.

E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

F. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including all applicable Cal/OSHA and wage law and regulations in the performance of this Agreement.

Section 5. Compensation.

A. CONTRACTOR shall be compensated for Work performed in accordance with the Schedule of Compensation, attached hereto as **EXHIBIT "B"** (the "Approved Rate Schedule") and incorporated herein by this reference. The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum of **[TYPE**

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OUT DOLLAR AMOUNT] ($number) (hereinafter, the "Not-to-Exceed Sum"). In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

B. CONTRACTOR further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work requested by CITY.

C. Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work was provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work was performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 6. Standard of Care.

A. CONTRACTOR represents, acknowledges, and agrees as follows:

1. CONTRACTOR shall perform all Work consistent with and adhering to the professional standard of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;

2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, permits, certifications and/or qualifications legally required to perform the Work and make the same available to CITY for copying and inspection;

3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;

4. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and

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5. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and time to complete all Work as specified by the Scope of Work or other written order.

6. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the CITY Representative's sole and absolute discretion.

B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 7. Representatives.

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be James Enriquez, Director of Public Works (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.

B. Contractor Representative. For the purposes of this Agreement, [NAME, TITLE], is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

Section 8. Contractor's Personnel.

A. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.

B. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such officers, employees, agents, contractors, subcontractors or subconsultants immediately upon receiving notice from CITY.

C. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 9. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a "public work" within the meaning of Sections 1720 *et seq.* of the Labor Code. CONTRACTOR is responsible for complying with Labor Code Sections 1720 *et seq.*, which is briefly summarized in this Section.

B. Hours of Work.

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day's work under this Agreement.

2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.

3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY Twenty Five Dollars ($25) for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one

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calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 *et seq.*

C. Wages.

1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.

2. CONTRACTOR and any subcontractors engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall comply with Labor Code Section 1775, which establishes a penalty of up to Two Hundred Dollars ($200) per day for each worker engaged in the performance of the Work and where CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

   (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to Labor Code Sections 1720 *et seq.* shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

   (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

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(iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.

(iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.

3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to Labor Code Sections 1720 *et seq.* shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to Labor Code Sections 1720 *et seq*. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   (i) The information contained in the payroll record is true and correct.

   (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

   The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to Labor Code Sections 1720 *et seq.*, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to Labor Code Sections 1720 *et seq.* any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall

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pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to Labor Code Sections 1720 *et seq.* to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 10. Conflicts of Interest.

A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

B. CONTRACTOR will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*). CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Section 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code Section 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090.

C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 11. Independent Contractor. CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY.

CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

Section 12. Non-Discrimination.

A. CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 *et seq.*) and the applicable regulations promulgated hereunder (Cal. Code Regs., Title 2, §11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 *et seq.*, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

Section 13. Indemnification and Duty to Defend.

A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of

action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants, or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code Section 2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code Section 2782(b).

B. CONTRACTOR agrees, at its sole cost and expenses, to promptly defend Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever. The duty of CONTRACTOR to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees. CONTRACTOR's obligation to defend the Indemnitees shall be at CONTRACTOR's sole expense, and not be excused because of CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable. This duty to defend shall apply whether a claim, demand, cause of action, or proceeding has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any damage, cost, expense, liability, claim, demand, cause of action, proceeding, expense, judgement, penalty, or lien. CONTRACTOR agrees to provide this defense immediately upon written notice from CITY with well qualified, adequately insured and experienced legal counsel acceptable to the CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the Indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful act, omission, or performance.

C. Attorneys and other professionals employed by CONTRACTOR to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any

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prior, concurrent, or subsequent active or passive negligence by the Indemnitees. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

D. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend Indemnitees from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

E. CITY does not and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.

F. The indemnification duty established under this Section is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The hold harmless and indemnification provisions of this Section shall apply regardless of whether any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

G. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.

H. CONTRACTOR's obligations under this Section or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws.

I. The provisions of this Section shall survive the termination or expiration of this

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Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

Section 14. Insurance.

A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss, or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

3. Worker's Compensation insurance as required by the State of California.

B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII.

D. Prior to commencement of any Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement. CONTRACTOR warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Section on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested. CONTRACTOR acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement.

E. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

F. The general liability and automobile policies of insurance shall contain an

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endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

G. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.

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

J. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

K. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

L. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

M. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Section shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

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Section 15. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the Work hereunder, and the CITY shall have access to such records in the event any audit is required. This Section shall survive the termination or expiration of the Agreement.

Section 16. Termination.

A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Upon such termination for convenience, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause as provided herein. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONTRACTOR in connection with the performance of the Services. CONTRACTOR will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary;

CAMPUS

(iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

    i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

    ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default; that the Event of Default cannot be reasonably cured within the 30-day cure period; and CONTRACTOR is diligently pursuing to cure the Event of Default. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing

notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

   i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;

   ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

   iii. The CITY may exercise any other available and lawful right or remedy.

   CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR

SAMPLE

be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Work required by this Agreement.

Section 17. Force Majeure. Performance of Work under this Agreement may be waived in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 18. Confidentiality. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONTRACTOR without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

Section 19. Notices. Except as otherwise expressly provided in this Agreement, all notices permitted or required under this Agreement shall be given to the respective Parties must be in writing and may be given personally, by registered or certified mail (return receipt requested), Federal Express, UPS or other similar couriers. If notice is personally delivered, the notice shall be deemed to have been given and received on the date notice was given. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received three (3) days after the notice is deposited in the United States mail. If notice is given by Federal Express, UPS, or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on the receipt issued by the courier. Notice shall be provided to the following addresses:

If to CITY:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: James Enriquez,
Director of Public Works
Phone: (526) 868-0511

If to CONTRACTOR:

[CONTRACTOR NAME]
[ADDRESS]
Attn: [NAME, TITLE]
Phone: (xxx) xxx-xxx

SAMPLE

Section 20. Assignment. The skills, training, knowledge, and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document attached or incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of CONTRACTOR each represent and warrant that they have the legal power, right and actual authority to bind CONTRACTOR to the terms and conditions of this Agreement.

Section 24. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 25. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 26. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect

SAMPLE

upon the construction or interpretation of any provision herein.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

Section 28. No Third-Party Benefit. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

[SIGNATURES ON FOLLOWING PAGE]

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SANTA FE SPRINGS:

By: _____
René Bobadilla
City Manager

Date:_____

[CONTRACTOR]:

By: _____

Name:_____

Title:_____

Date:_____

ATTEST:

By:_____
Fernando Muñoz
City Clerk

Date:_____

APPROVED AS TO FORM:

By:_____
Rick Olivarez
City Attorney

Date:_____

SAMPLE

EXHIBIT "A"

SCOPE OF SERVICES

SAMPLE

EXHIBIT "B"

SCHEDULE OF COMPENSATION

SAMPLE

ITEM # 20

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: Gus Hernandez, Director of Parks & Recreation

SUBJECT: **AUTHORIZE TRANSFER OF FUNDS FROM HERITAGE ARTS FUND TO AUDIO/VISUAL PROJECT FUND**

DATE: April 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize a transfer from the Heritage Arts Fund (Fund 2510) to the Capital Project Fund 4154 (Project Number CS250001) Audio and Visual Equipment Upgrades in the amount of $200,000; and

2) Authorize an appropriation adjustment to account 4154 Project Number CS250001 (Audio and Visual Equipment Upgrades) for art-related enhancements; and

3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The transfer of $200,000 from Fund 2510 (Heritage Arts Fund) to Capital Project Fund 4154 (Project Number CS250001 – Audio and Visual Equipment Upgrades) will introduce digital art-related enhancements within the scope of the existing project. No additional funding is requested, as this transfer will cover the expenses related to integrating the arts component. The Heritage Arts Fund has adequate resources to support this reallocation.

BACKGROUND

The City of Santa Fe Springs has a longstanding commitment to supporting the arts, both through community programming and the preservation and display of its cultural assets.

The Heritage Arts Fund (Fund 2510) was established to support projects that celebrate, promote, and preserve the City's artistic and cultural heritage. Concurrently, the City has identified the need to upgrade its audio and visual (A/V) equipment across multiple civic facilities to enhance service delivery and programming capabilities. Project CS250001, currently funded through Capital Project Fund 4154, was developed to modernize the A/V systems used in city facilities for public meetings, presentations, events, and exhibitions.

ANALYSIS

This item was presented to the Heritage Arts Advisory Committee on February 25, 2025, and was unanimously recommended for approval. As part of the Audio and Visual Equipment Upgrades project, City staff identified an opportunity to enhance public access to art through digital displays. These enhancements will allow the City to showcase its existing art collections, highlight cultural pieces at events, and feature rotating digital exhibits at civic facilities—modernizing how art is shared with the community.

A proposed $200,000 transfer from the Heritage Arts Fund will support digital display systems for City-owned artwork, content creation and curation, infrastructure for future rotating exhibits, equipment integration for cultural programming.

ENVIRONMENTAL

N/A

DISCUSSION

Integrating digital art enhancements into the Audio and Visual Equipment Upgrades project offers a modern way to showcase the City's cultural and artistic assets. This approach allows existing artwork and heritage pieces to be displayed across civic facilities and events in an engaging, accessible format. Utilizing A/V technology expands public access to art, supports rotating digital exhibits, and promotes community identity. The transfer of funds from the Heritage Arts Fund ensures that these enhancements remain aligned with the City's commitment to cultural enrichment. This initiative also supports storytelling, education, and inclusion through the arts.

SUMMARY/NEXT STEPS

Upon City Council approval, $200,000 will be transferred from Fund 2510 (Heritage Arts Fund) to Project CS250001 (Audio and Visual Equipment Upgrades Project). Following the fund transfer, City staff will begin curating displays to use across City facilities.

ATTACHMENT(S):

A. Presentation to Heritage Arts Advisory Committee
B. Minutes from the February 25, 2025 Heritage Arts Advisory Committee meeting

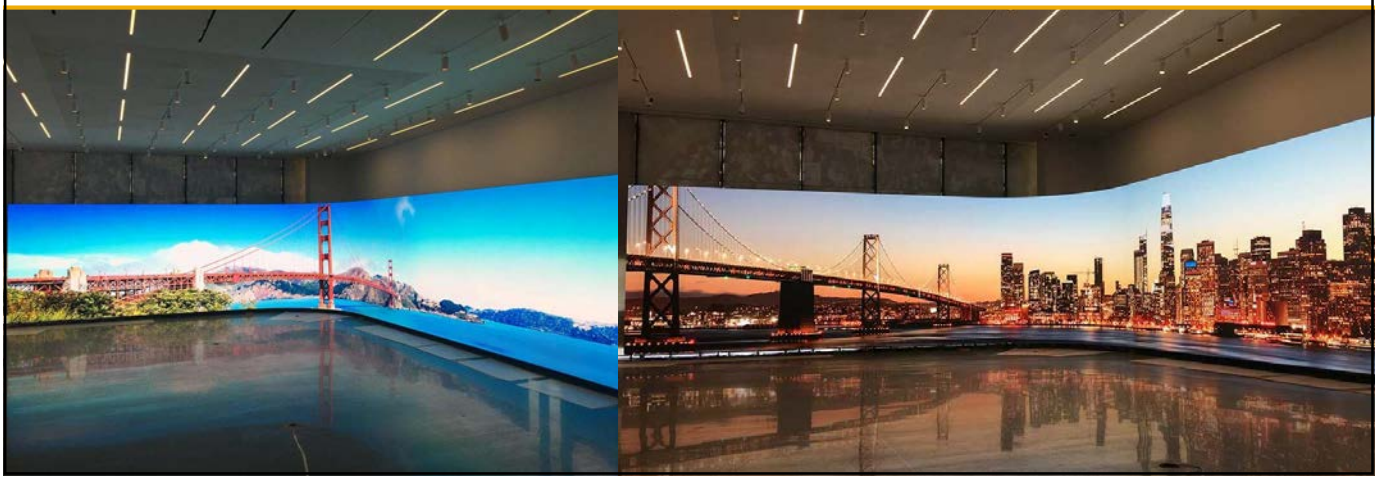
ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

1

ART IN A DIGITAL AGE

2

ART IN A DIGITAL AGE



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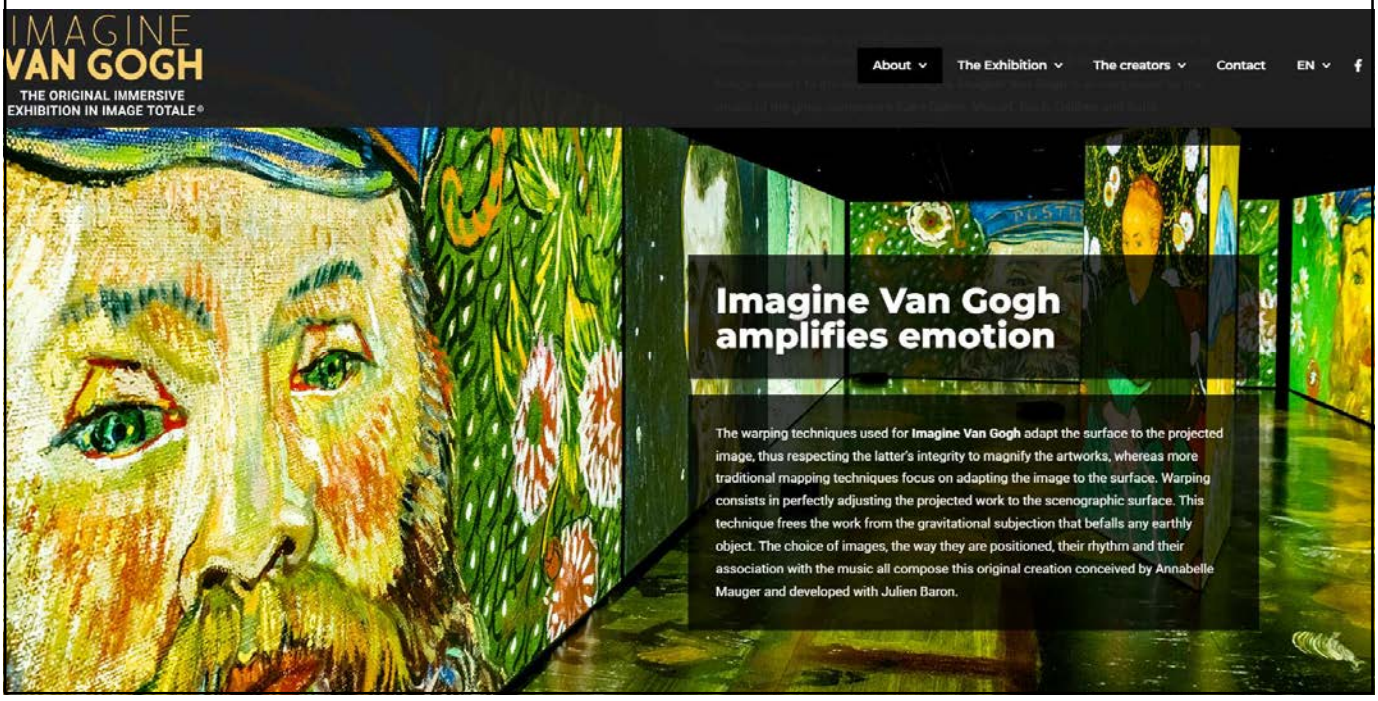
ART IN A DIGITAL AGE



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ART IN A DIGITAL AGE

5

ART IN A DIGITAL AGE

6

ART IN A DIGITAL AGE

GOOGLE HEADQUARTER

7

ART IN A DIGITAL AGE

UNITED NATIONS-AI POWERED DIGITAL ART

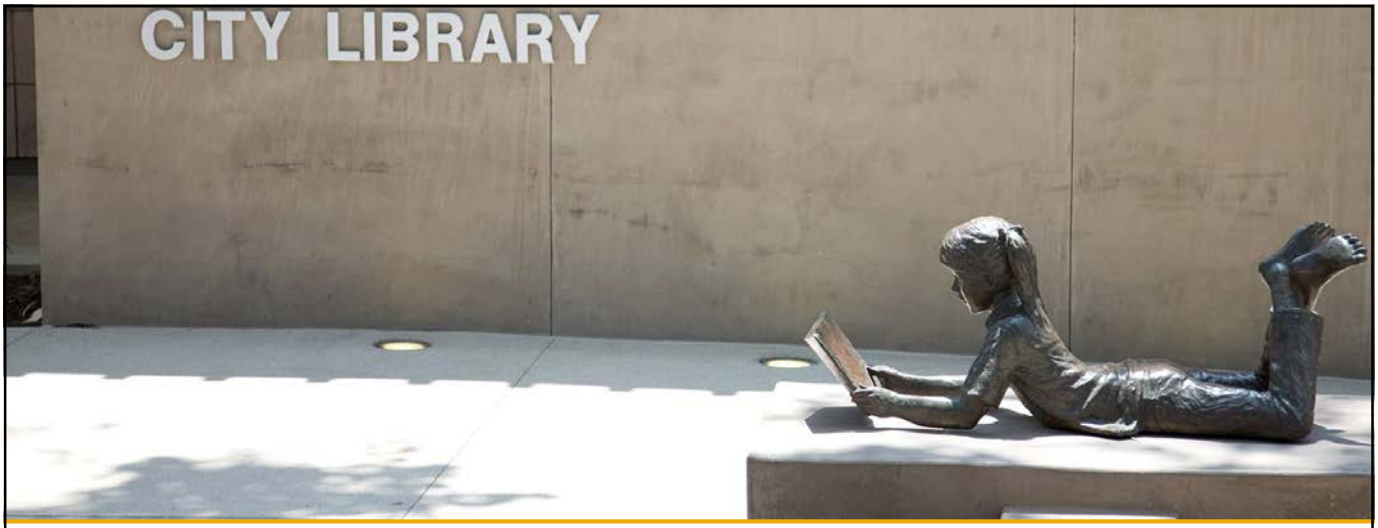
8

HERITAGE ARTS ADVISORY COMMITTEE

AV EQUIPMENT

- DIGITAL LED WALLS
- AMPLIFIERS
- MIXING BOARDS
- TV/MONITORS
- PROJECTORS
- MICROPHONES
- SCREENS
- SPEAKERS
- INTERACTIVE DISPLAYS

9



FACILITIES FOR PROJECT

BETTY WILSON CENTER
CITY LIBRARY
GUS VELASCO NEIGHBORHOOD CENTER
TOWN CENTER HALL

TOTAL PROJECT COST

$329,000

10

HERITAGE ARTS ADVISORY COMMITTEE

HOW DOES THIS RELATE TO SFS?

11

- ENHANCE GUS VELASCO NEIGHBORHOOD CENTER
- SUPPORT AND ENHANCE CHALK IT OUT EVENT
- ENCOMPASS COMMUNITY ART PROJECTS AND LESSONS AT DAY CAMP AT BETTY WILSON CENTER, AND CHILDRENS PROGRAMMING AT LIBRARY
- SHOWCASE DIGITAL ART IN LOBBY DISPLAYS ACCROSS FACILITIES
- USE CITY OWNED TV MONITORS AT ARTFEST (VS. RENTING EQUIPMENT)
- ATTRACT PARTNERSHIPS AND POTENTIAL FUNDING FOR CITY
- ALIGNMENT WITH HERITAGE ARTS ADVISORY COMMITTEE'S MISSION
- PRESERVE AND PROMOTE HERITAGE AND CULTURE IN SANTA FE SPRINGS
- INCREASE OPERATIONAL EFFICIENCY FOR CITY STAFF THAT DIRECTLY WORK WITH ART PROGRAMMING

12

FACILITIES FOR PROJECT
BETTY WILSON CENTER
CITY LIBRARY
GUS VELASCO NEIGHBORHOOD CENTER
TOWN CENTER HALL

TOTAL PROJECT COST
$329,000

SEEKING FROM HERITAGE ARTS FUND
$100,000

13

HERITAGE ARTS
ADVISORY COMMITTEE

14

HERITAGE ARTS ADVISORY COMMITTEE
Gus Velasco Neighborhood Center, Meeting Room #1
Meeting of Tuesday, February 25, 2025
9:00 a.m.

MINUTES

1. CALL TO ORDER

   Chairperson, Gabriel Jimenez, called the meeting to order at 9:02 a.m.

2. ROLL CALL

   Members Present: Gabriel Jiménez, Sally Gaitan, Hilda Zamora, Peggy Radoumis, Isabel Cervantes, Gloria Maghame, Lisa Chavarria

   Members Absent: Debbie Baker and Elena Lopez

   Staff: Maricela Balderas, Director of Community Services
   Gus Hernandez, Parks and Recreation Director
   Ed Ramirez, Community Services Manager
   Kaili Torres, Community Services Manager
   Kevin Sanchez-Reyes, Community Services Supervisor
   Herendira Magana-Santoyo, Program Coordinator II
   Genevieve Duenas, Administrative Assistant

   Guests: None.

3. PLEDGE OF ALLEGIANCE – Gloria Maghame

4. ORAL COMMUNICATIONS

   NONE

5. APPROVAL OF MINUTES

   A motion was made by Hilda Zamora and seconded by Peggy Radoumis to approve the minutes for the November 26, 2024 meeting.

6. PUBLIC WORKS DEPARTMENT REPORT

   None

7. PRESENTATION

   None

8. COMMUNITY DEVELOPMENT DEPARTMENT

   None

9. ART FEST SUBCOMMITTEE REPORT – ED RAMIREZ

Mr. Ramirez informed members the 2025 SFS Art Fest preparations are moving forward with several key updates.

- Artist participation is already underway with applications rolling in, and student involvement is growing through local schools.
- The event will feature multiple components, including film, comic art, and breakdancing.
- Herendira Magana is handling artist submissions in-house this year, and the featured artists from last year's People's Choice Award, Mike and Robin Yakataki, will be highlighted.
- Despite a few setbacks, such as a comedian not available this year and scheduling conflicts with the Gabrielino Tongva Indians, the event is progressing well.
- Entertainment will include diverse bands, and vendor applications are being received.
- Logistics are being refined with improvements to the event layout to include additional seating for the food.
- Sponsorships are strong, with $22,000 raised so far.
- The Chamber's networking event on March 20th will further promote the Art Fest event.

10. EXECUTIVE SECRETARY REPORT

Executive Secretary, Ed Ramirez, reported on the following:

a) New members were appointed to the Heritage Arts Advisory for the next two years:

- Gabriel Jimenez was nominated and elected as Chairperson
- Sally Gaitan was nominated and elected as Vice Chairperson.
- A subcommittee was also formed to assist with Art Fest planning, consisting of Isabel Jimenez, Sally Gaitan, and Hilda Zamora.
- Members were informed of key operational changes to City Advisory committees, under revisions to Ordinance No. 1151 and Resolution No. 9942. These include allowing members four absences and changing the meeting schedule to six times a year. In addition, the requirement for background checks of advisory members are under review by City Attorney and all members a serve two-year terms.
- Members were introduced to changes to the facility reservation use policy, including a new down payment for rentals, mandatory insurance, and adjusted fees based on participants and alcohol service. Non-profits organizations in Santa Fe Springs may qualify for a fee waiver, and discounts are available for residents at certain facilities.

b) Approval of Heritage Arts Fund (2910 & 2510) Financial Report October, a motion was made by Hilda Zamora and seconded by Sally Gaitan.

c) Approval of Heritage Arts Fund (2910 & 2510) Financial Report November, a motion was made by Isabel Cervantes and seconded by Peggy Radoumis.

d) Approval of Heritage Arts Fund (2910 & 2510) Financial Report December, a motion was made by Isabel Cervantes and seconded by Sally Gaitan.

e) Approval of Heritage Arts Fund (2910 & 2510) Financial Report January, a motion was

made by Hilda Zamora and seconded by Sally Gaitan.

11. OLD BUSINESS
    a) Snake Basket Fountain Update
    Mr. Ramirez shared that the fountain has been functional since November, and the final restoration is underway. Joseph and Sons, experts in mosaic tiles, are repairing and reinstalling tiles imported from Mexico to restore the fountain to its original look. The project will cost just over $21,000 and is expected to be completed by the end of March, weather permitting. While fountain repairs were completed last year, the focus is now on the fountain's appearance. An additional $2,500 will address calcium buildup and take place at a later time. Updates will continue to follow.

12. NEW BUSINESS
    a) Audio Visual Technology and Equipment Presentation
    Director of Parks and Recreation, Gus Hernandez presented a proposal to enhance city facilities with new audio visual equipment which will allow for an efficient and consistent ability to provide presentations. The AV equipment will also provide the ability for digital art displays and promote the Heritage Arts in Public Places Program. The total cost of the equipment is $329,000 with Mr. Hernandez requesting $100,000 in funding from the Art and Education Fund (Fund 2510).

    Members of the advisory were supportive of the new equipment. A motion was made by Gabriel Jimenez to increase the amount to $200,000 and seconded by Hilda Zamora; all members were in favor.

    b) Box Car Mural for Artwork Contest
    Mr. Ramirez and Mr. Sanchez discussed promoting the mural contest in local schools. While some board members emphasized the importance of preserving the mural's historical integrity, others supported involving young artists. The advisory committee will review submissions on April 29, 2025 and recommend selections to the City Council ensuring the contest criteria uphold the city's history, culture and values.

    c) Chalk It Out
    Mr. Ramirez invited advisory members to judge the Chalk-It Out event on March 22nd at Town Center Hall Plaza. Heren Magana shared event details, including library pop-ups, arts and crafts. Open to school-aged children and teens, the contest will highlight creativity, originality, and construction. Members are encouraged to RSVP and participate.

    d) Cannon Ball Art Piece
    Mr. Ramirez provided an update to the committee regarding the replacement of the stolen cannonball artwork at the aquatic center. The City Manager's Office is currently reviewing the insurance coverage to determine the next steps. Meanwhile, the artist, who still holds the casting for the original piece, has expressed a willingness to recreate it in bronze, with an estimated cost of just under $30,000.

    e) Orange Harvest Removal

Mr. Ramirez reported the successful removal of the Orange Harvest Sculpture, which had fallen into disrepair and was considered a safety hazard. The advisory board approved a payment of $3,500 for the removal, and the project is now officially completed. While members express sadness over the loss of the sculpture, they acknowledge the necessity of its removal due to its deteriorated condition. The sculpture, originally installed in the early 1980s, had become a significant part of the community, but safety concerns made this decision unavoidable.

13. DEPARTMENT OF COMMUNITY SERVICES PROGRAMS REPORT

Mr. Ramirez, reported on the following items:

- Library's First Friday will take place March 7th @ 7:00 p.m.
- Adaptive Recreation Dance will be March 22nd from 9:00 a.m. to 12:00 p.m.
- Children's Clothing Drive will be from March 10th - 14th
- Children Boutique/Prom pop-up will be on March 26th from 12:30 p.m. – 4:00 p.m.

14. FUTURE AGENDA ITEMS

a. Oilfield Workers, the Wonderland in All of Us, and the Wicker Parlor Restoration Update
b. Entry for the 2026 Rose Float Parade.

15. MEMBER COMMENTS/ANNOUNCEMENTS

- The members welcomed new and returning members and expressed excitement for the upcoming year.
- Gloria Maghame announced the Women's Club's Quarter Mania event on April 6Th and invited members to participate.
- Members congratulated Lisa Chavarria on joining the Heritage Arts Advisory Committee.

16. ADJOURNMENT

Chairperson Gabriel Jiménez adjourned the meeting at 11:19 a.m.

Next Meeting: Tuesday, March 25, 2025, at 9:00 a.m. at the Gus Velasco Neighborhood Center.

Prepared by: Genevieve Duenas,
Administrative Assistant

Approved by: Ed Ramirez,
Executive Secretary

ITEM # 21

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

SUBJECT: **AUTHORIZATION TO AWARD CITY WEBSITE DEVELOPMENT RFP 25-6 TO CIVICPLUS**

DATE: April 1, 2025

RECOMMENDATION(S):

It is recommended that the City Council:

1) Authorize the award of RFP 25-6 to CivicPlus for City Website Development; and

2) Authorize a contract with CivicPlus, in an amount not to exceed $125,291, for a three-year term in an agreement approved by the City Attorney; and

3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The City Website Development implementation, maintenance, and hosting will cost $125,291 over a three-year term. The initial development and implementation in year one is a total of $61,196 to be paid 70% upfront and 30% upon the completion and launch of the new website. Therefore, in Fiscal Year (FY) 2024-25 the City will be required to expend $42,837 on the project. FY 2024-25 approved budget includes sufficient funds in the Community Services Contractual Services Account No. 10105199-542050 for these costs. The maintenance and hosting fees for the following two FYs will be included in the proposed FY 2025-26, and 2026-27 budgets for approval by City Council.

BACKGROUND

The Santa Fe Springs City Council authorized the issuance of Request for Proposals (RFP) 25-6 on September 3, 2024, to identify a qualified firm to develop a new City website. This initiative aims to create a user-friendly, innovative, and easily navigable website that enhances public access to City services. Additionally, the project will

consolidate the City's three existing websites—the main City site, the Santa Fe Springs Library site, and the Heritage Arts site—into a single, cohesive platform. Each section will retain its distinct look and feel while operating under the main City website, allowing patrons to navigate seamlessly without switching between multiple URLs.

The City advertised the RFP on September 3, 2024, with proposals due by October 10, 2024. A total of 17 proposals were received, with bid prices varying and a median bid of approximately $92,000. One proposal was disqualified for non-compliance with RFP 25-6 guidelines, leaving 16 qualified vendors for evaluation.

A selection panel comprised of staff from various departments reviewed the proposals based on qualifications, ease of use of the proposed content management system, references, work samples, and cost-effectiveness. The top four candidates underwent further assessment by AEF Consulting, Inc. (AEF), a firm specializing in municipal Information Technology services in Southern California. AEF evaluated the technical specifications of each proposal and provided a recommendation report to ensure the vendors could deliver the required services.

Following this assessment, the top three bidders were invited to present their proposals to City staff from Public Works, Community Development, Finance, the City Manager's Office, Parks and Recreation, and Community Services. These presentations were evaluated for clarity, functionality, and ease of use of the proposed website solutions.

ANALYSIS

Following a competitive Request for Proposal (RFP) process, the City has selected CivicPlus to develop the new municipal website. CivicPlus was chosen from a pool of 16 bidders due to its extensive experience in municipal website development, user-friendly platform, and advanced functionality. The contract will be for a period of three years and will include enhanced user engagement and support.

A modernized City website will significantly improve community engagement and ensure that municipal information is more accessible and easy to find. The new website will feature a specialized search engine that enhances the ability to find information quickly, along with improved organization and categorization of content. The integration of an AI-powered chatbot will provide real-time assistance, answering frequently asked questions and directing users to the appropriate resources.

The website's enhanced functionality will also improve transparency by streamlining access to public records, City Council agendas, meeting minutes, and municipal services. Integration with social media archiving software will allow residents to search for past City announcements and updates, further increasing accessibility to important information.

By leveraging modern web technologies and best practices, the new City website will serve as a dynamic hub for civic engagement, ensuring that residents, businesses, and

visitors can easily connect with City services and stay informed about local government initiatives.

ENVIRONMENTAL

NA

DISCUSSION

NA

SUMMARY/NEXT STEPS

Upon City Council's approval of the award to *CivicPlus*, City staff will work to execute the agreement, schedule an initial kickoff meeting with *CivicPlus* to outline project timelines, milestones, and deliverables. City staff will also provide regular updates to the City Manager's Office on the progress of the website development to ensure that the project is completed within the approved timeline.

ATTACHMENT(S):

A. Website Development Agreement

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

CITY OF SANTA FE SPRINGS
DESIGN PROFESSIONAL SERVICES AGREEMENT
WITH
CIVICPLUS

This Professional Services Agreement ("Agreement") is made and effective as of March 31, 2025 ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City/Customer") and CivicPlus, LLC, a Kansas limited liability company, ("Consultant/CivicPlus"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in the Statement of Work and associated response proposal provided by Consultant, attached hereto as Exhibit "A," and incorporated herein as though set forth in full ("Services"). This Agreement shall also be subject to the terms and conditions outlined in the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions available at https:// www.civicplus.help/hc/en-us/p/legal-stuff (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus terms, the terms of this Agreement shall take precedence. To the extent that Exhibit "A" contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager designates the Community Services Director to represent the City in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

A. City agrees to pay Consultant in accordance with the Consultant's Statement of Work as set forth in Exhibit "A", attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed ONE HUNDRED TWENTY-FIVE THOUSAND TWO-HUNDRED NINETY-ONE DOLLARS AND NO CENTS ($125,291.00) for the total term of the Agreement, unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Community Services Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices in accordance with the SOW. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. Payment shall be made within thirty (30) days of the date of each invoice

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least sixty (60) days' prior written notice before the end of the current term. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, at the end of the term.

7. DEFAULT OF PARTIES

If either Party is in default in the performance of any of the material terms or conditions of this Agreement, the non-breaching Party shall serve the breaching Party a written notice of the default. The breaching Party shall have thirty (30) days after service of said notice to cure the default. In the event that the breaching Party fails to cure the default within such period of time or fails to present the non-breaching Party with a written plan for the diligent cure of default if such default cannot be cured within thirty days, the non-breaching Party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with

generally accepted accounting principles and shall be clearly identified and readily accessible. Solely for bookkeeping purposes, Consultant shall provide access, and the City's expense to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon full and complete payment of amounts owed for project development under the applicable SOW, the City will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("City Content") created by CivicPlus on behalf of the City pursuant to this Agreement. "City Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which the City provides to CivicPlus for processing, transmission, storage, or inputs into any website, software, or module in connection with any Services. City Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

C. Upon completion of the project development, the City will take over the management and control of the Services and the City will assume full responsibility for City Content maintenance and administration. The City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. The City hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services. The City represents and warrants that the City owns all City Content or that the City has permission from the rightful owner to use each of the elements of City Content and that the City has all rights necessary for CivicPlus to use the City Content in connection with providing the Services. The City agrees that CivicPlus shall not be responsible or liable for the content of messages created by the City or by the City's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any City Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

D. At any time during the term of the applicable SOW, the City may, depending on the specific CivicPlus solution procured under such SOW, have the ability to download the City Content and export the data processed through the Services

("City Data") for no additional cost. If the City is using a CivicPlus solution that does not support the City's unilateral export capabilities, the City may request CivicPlus to perform the export of City Data and provide the City Data to the City in a commonly used format, upon reasonable notice. Upon termination of the applicable SOW for any reason, whether or not the City has retrieved or requested the City Data, the City will not have access to the Services. CivicPlus, as the Data Custodian, reserves the right to permanently and definitively delete the City Content and City Data held in the Services thirty (30) days following termination of the applicable SOW in accordance with data retention laws and policies.

E. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. The City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than the City, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

F. Provided the City complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth herein, CivicPlus hereby grants the City a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that the City is using the Services for legitimate business use as intended by the purpose of the Services; and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. The City hereby warrants and affirms its purpose in accessing or otherwise using the Services

is for their intended purpose only and understands and agrees that any other use may be considered fraud.

9. INDEMNIFICATION AND DEFENSE

A. To the fullest extent permitted by law, Consultant shall indemnify, and defend, the City and any and all of its officials, employees and agents("Indemnified Parties"), at Consultant's sole expense, from and against any and all third party claims, losses, liabilities, damages, costs, and expenses, including reasonable attorney's fees and necessary costs, to the extent they arise out of the gross negligence, recklessness, or willful misconduct of Consultant. - Consultant's duty to defend shall consist of reimbursement of defense costs incurred by the City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the parties cannot mutually agree on Consultant's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to City.

B. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section are conditioned upon the Customer: promptly notifying CivicPlus of any claim in writing; cooperating with CivicPlus in the defense of the claim; and granting CivicPlus sole control of the defense or settlement of the claim.

The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be

under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of applicable State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO CITY EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public or compelled by court order, subpoena, or as otherwise required by law. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) email; or (iv) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City:	City of Santa Fe Springs 11710 E. Telegraph Road Santa Fe Springs, CA 90670 Attention: Maricela Balderas, Community Services Director MaricelaBalderas@santafesprings.gov
To Consultant:	CivicPlus, LLC 302 S. 4th Street, Suite 500 Manhattan, KS 66502 Attention: Contracts Department]

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sales of a majority of its assets or merger. If Consultant assigns this Agreement pursuant to such a sale or merger, the City shall have the right to terminate this Agreement for convenience upon no less than 30 days' prior written notice if the City reasonably determines that the assignment materially changes the Consultant's identity or structure in a manner the City deems unacceptable. In such event, Consultant shall be entitled to payment for all services properly performed through the effective date of termination. Before obtaining any subconsultant specifically for this Agreement, Consultant shall provide the City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance. Notwithstanding the foregoing, it is understood Consultant procures service providers to support the services it offers and the foregoing does not apply to such service providers.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement, and its attachments contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

24. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver

of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA FE SPRINGS

_____

Date: _____

CONSULTANT

_____

Name: _____

Title: _____

Date: _____

ATTEST:

_____

Fernando Muñoz, City Clerk

CONSULTANT

_____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____

Rick Olivarez, City Attorney

Attachments:	Exhibit A	Consultant’s Statement of Work/ Response Proposal
	Exhibit B	Insurance Requirements

EXHIBIT “A”

Consultant’s Statement of Work/ Response Proposal

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-92936-1
Date: 2/14/2025 6:34 PM
Expires On: 4/30/2025

Client:
City of Santa Fe Springs, CA

Bill To:
SANTA FE SPRINGS CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega		hector.ortega@civicplus.com		Net 30

Municipal Websites

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: www.santafesprings.gov/
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: www.santafesprings.gov/
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central
2.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central
200.00	Website Content Development - 1 Page	Content Development - 1 Page
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees
4.00	Alignment Virtual Consulting	Alignment Consulting - Virtual, up to 3 hours
2.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation

Accessibility

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed: www.santafesprings.gov/

Chatbot

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.

Social Media Archiving

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots
1.00	Social Media Archiving - Economy/Standard Open Archive	A public-facing portal that displays your social media archive search interface on your website. For customers with a CivicPlus Municipal Website (Central), this includes an optional search integration between the website and the Open Archive.
1.00	ArchiveSocial Provisioning Fee - Standard	ArchiveSocial Account Activation and Setup

Initial Term		Beginning at signing and ending 36 months from the date of signature. Renewing annually on the date of signature.	
Initial Term Invoice Schedule		70% of Year One Annual Total invoiced upon the signature date of this Agreement, remaining 30% of Year One Annual Total invoiced 6 months from signing or completion of implementation of Services if earlier. Subsequent Annual Totals invoiced every 12 months.	
	Annual Subscription	**One Time Fees**	**Annual Total**
Year One	USD 18,089.00	USD 43,107.01	USD 61,196.01
Year Two	USD 31,265.85		USD 31,265.85
Year Three	USD 32,829.14		USD 32,829.14
Subtotal			USD 125,291.00
Annual Recurring Services Starting Year 4			USD 34,470.60
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 2	

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-92936-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

CIVICENGAGE
municipal websites
CENTRAL

Request for Proposal No. 25 - 6 City Website Development Services

Santa Fe Springs, California

PRESENTED BY:

Ryan McNelly, Account Executive

302 S. 4th Street, Suite 500, Manhattan, KS 66502
ryan.mcnelly@civicplus.com
913.957.6925

October 10, 2024

CIVICPLUS

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October 10, 2024

Micah Herd, Procurement Manager
Kaili Torres, Community Services Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

RE: Request for Proposal No. 25 - 6 City Website Development Services

Dear Mr. Herd, Ms. Torres, and Selection Committee:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personal, one-stop, and frictionless.

With CivicPlus' Municipal Websites Central (Web Central) content management system (CMS), the City of Santa Fe Springs (City) won't simply be getting a website—you'll obtain the tools to build a trusted and long-term relationship between you and your residents. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your residents from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Guaranteed redesign after four years of service to keep your website fresh and innovative
- Hands-on migration of existing content by our team of experts
- 24/7/365 emergency support with secure hosting and maintenance

Your new website will be developed on the most robust and flexible CMS available. Web Central is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your residents and staff in more efficient ways.

Statement of Qualifications: Having a company that is dedicated to web solutions for government is key for your project's success, both initially and through the upcoming years. CivicPlus has more than 850 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 10,000 customers with over 100,000 users and over 340 million visitors (and counting!).

In addition to a great solution, great people are key for a successful project. CivicPlus is a company that's about amazing people doing amazing things. During your project, a dedicated project team lead by your project manager will assist you throughout the development process to ensure your project's success and your complete satisfaction.

Commitment to Availability: CivicPlus' project development approach has been proven successful in launching thousands of projects for our customers. Your individual, dedicated team members will be determined just prior to kickoff. The time needed to deliver a successful project by your project manager and art director will be determined once final scope has been defined. This process helps ensure we deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

CivicPlus and the City will jointly develop a detailed schedule and implementation plan as your project kicks-off complete with milestones and deadlines. This serves as your implementation process flow and any changes can be addressed throughout the process. Once your system is launched you will continue to receive both technical and consultative support from our Support and Customer Success teams.

We value the City as our partner and welcome the opportunity to discuss our proposed solution, demo our application, and answer any questions you may have. We are excited to assist you in expanding your existing partnership with CivicPlus and leveraging current solutions we have already implemented.

Sincerely,

RYAN MCNELLY
Account Executive
ryan.mcnelly@civicplus.com
913.957.6925

B. Project Understanding and Approach

Statement of Understanding

The City Administration aims to enhance the City's image and communication. A selected consultant will assess three websites (the main City site, the Library, and Heritage Arts), develop a migration plan to a new CMS, and ensure a complete transition to a single City website. Responsibilities include data analysis, design oversight, training City staff on website management, ensuring compliance with regulations, and providing ongoing IT support. Following a two-year rebranding project expected to conclude in 2026, the consultant will assist in implementing a new design with City branding guidelines.

Our Approach and Methodology

CivicPlus' focus will always be to help local governments work better. We invest millions of dollars annually in research and development to continue enhancing and developing solutions for local government. CivicPlus will continue to push out enhancements to improve the user experience for both our customers and their online visitors. Our Web Central CMS is continually updated and will always be on the cutting edge of web technology.

To help future-proof our customers' web solutions, the CivicPlus Development Team develops software using the Agile development methodology. We currently work in two or three-week sprints with several teams addressing new functionality and services, with additional teams and select members dedicated to software fixes and minor enhancements. Prior to any software update or rollout, all code changes go through an internal testing process which includes an alpha testing phase, a beta testing phase, and a final release candidate testing phase.

Separate internal servers, isolated from our customer hosts, are used for these various stages of testing. At any time during these testing phases, any member of the CivicPlus team can report an issue that needs to be addressed before rollout, essentially removing the product from the deployment schedule. At this time, the code under review will have to begin the testing phase at the beginning to ensure it completes the entire testing cycle without issue or incident.

A separate and isolated testing environment that mirrors our production servers is maintained for internal testing of not only our own codebase, but any updates to the host operating system as well. All updates are logged and tested prior to rollout to ensure compatibility with our Web Central CMS.

Key Milestones

CivicPlus will have one-on-one meetings with the City throughout the project with open communication and multiple points of approval built into the process. Our team consists of a project manager, art director, web content specialist, and trainer. Projects are broken into multiple phases, as seen below. Throughout every stage of the project, we encourage and rely on your input and knowledge of your community culture to develop the right tone and right look for your website.

Phase 1: Initiate | Timeline Approval
Phase 2: Analyze | Consulting and Mood Board Approval
Phase 3: Design & Configure | Design Approval
Phase 4: Optimize | Website Approval
Phase 5: Educate | Training / no approval needed
Phase 6: Launch | Website Launch Confirmation

City Requirements

As a hosted solution, the City will not bear the responsibility of maintaining the server side hardware in support of the application. Because CivicPlus' Web Central CMS solution is cloud-based, all the City needs to operate the software is a reasonably modern PC, tablet, or mobile device and an internet connection. We recommend running it on a high-speed internet connection.

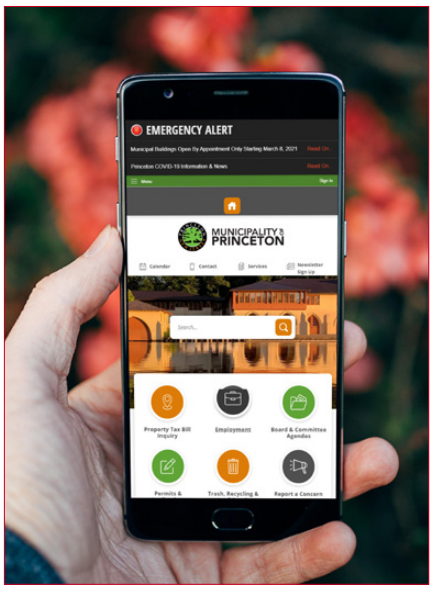
From our approximate timeline, the City will experience the heaviest lift in Phase 2 and Phase 3, when we will analyze and configure your new website as a team. There are five meetings over the course of the project, each about one hour. Additionally, we recommend seven blocks of training (three hours each) for all who will edit the website. Outside of meetings, the City will have approval forms to complete (approximately 15-20 minutes if well organized) for things such as the design approval or submitting design revisions.

Lastly, the largest lift for many customers is reviewing their content in preparation for content migration. You will want to avoid bringing over outdated or inaccurate information, but that timeframe is flexible on your current CMS content.

CMS Features & Functionality

CivicPlus' Web Central CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.



Modules & Widgets

RESIDENT ENGAGEMENT

Web Central offers many effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Calendar – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

Submit Requests and Report Issues – Allow residents to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types) via Citizen Request Tracker (CRT).

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

News – Post news items and keep your residents up to date on important information via News Flash.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with

gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Modal – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGEMENT

Web Central comes fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Archive Center – Manage and retain serial and older documents.

Document Center – Organize and manage documents in one central repository.

Public Assets – Store all your images in one central location, to utilize individually or create slideshows on your site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

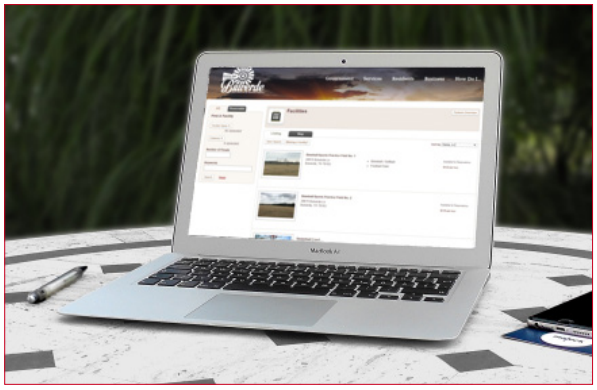
Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

DEPARTMENT-SPECIFIC

There are several function-specific features and modules for government departments. These tools are integrated into the Web Central CMS and offer the ability to complete multiple steps in one action.



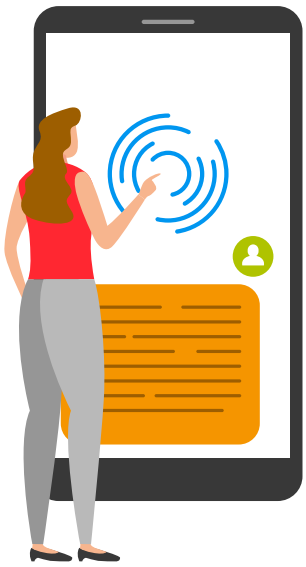
Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

COMMONLY USED WIDGETS



An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Community Voice Widget – Encourage civic participation and engagement by adding specific discussion areas to relevant pages.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Notify Me Widget – Place specific Notify Me subscriptions lists on pages to allow users to sign up for the exact lists you recommend.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

Administrative Features

The administration of your Web Central website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published or reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. CivicPlus wants to help our customers maximize accessibility for all users and surpass Section 508 ADA accessibility requirements while providing you freedom to create a visually rich and appealing website. Our multi-faceted approach sets you up for success:

- We build websites using WCAG guidelines to be highly accessible at go live.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up to date with the latest ADA/WCAG standards.

- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are done automatically by our product team, at least quarterly, with no additional effort required from you.
- In addition, our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides two long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges: AudioEye and Monsido.

AudioEye Partnership

AudioEye, included in your scope, offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye is the Digital Accessibility Platform (DAP). This powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure through the use of an innovative and easy-to-use interface. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

AudioEye

- AudioEye Managed
- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.2 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- AudioEye Toolbar with Web Personalization Tools

AudioEye Managed

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology —a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

AudioEye Toolbar

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, listen to the content read aloud, and command the browser using voice controls

Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

Monsido Website Optimization & Compliance Tools

Monsido is an easy-to-use web governance platform available to purchase and add to your project. Monsido's tools help you identify, prioritize, and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards. Additional details and/or a quote can be provided upon request.

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

The CivicPlus Portal is the ideal addition to your website to create personalized, one-stop access for your residents to obtain information, resources, and interact with your municipality. Residents can build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, saving them time. This also will benefit your staff with reduced phone calls, walk-ins, and emails.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and set up complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are examples of integrations you can create with Web Central:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center
- An integration that will push a new Calendar Event to post directly in the News Flash module
- Set-up a workflow to post in News Flash once you've published your Agenda and Meeting Management Select (Select) meeting documents
- Automatically add agenda or minute files to the Document Center to be displayed on your Web Central website after they are published in Select

Ultimate Package Designs

You'll meet with your art director to discuss your vision and build a custom layout. We will then collaborate with you to create a custom design that represents your community. We will focus on functionality to meet your website needs, including an option for up to three Advanced Design Components. Advanced Design Components provide next-level user engagement by leveraging the latest design enhancements in Web Central. Your art director will help you choose the best components for your website goals and desired site maintenance level.

MOOD BOARD & LAYOUT

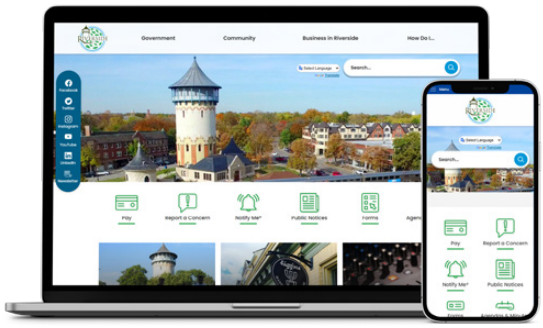
Your project team will present a custom mood board reflecting the colors and imagery for your design. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design. Aligning project goals and design through the layout proposal ensures a timely and efficient implementation of your Web Central website.

48-MONTH REDESIGN

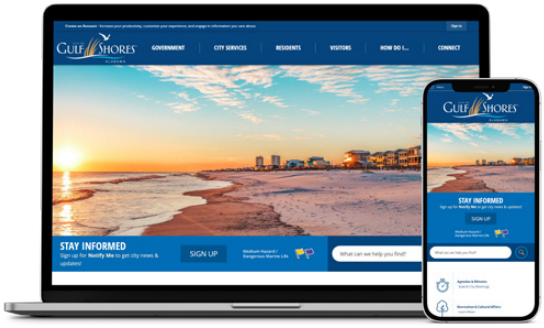
At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. Unlike other vendors, our redesigns aren't just changes in the colors or some of the buttons as your staff can do that independently. With a CivicPlus redesign, you can receive a completely brand-new website design and layout. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application.

DESIGN EXAMPLES

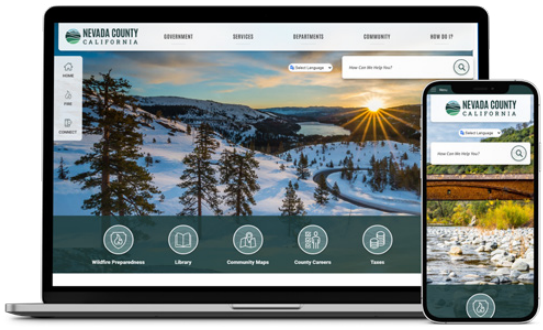
The included designs will provide you with an idea of the different directions we can take your creative design with the ultimate implementation package.



Riverside, IL
riverside.il.us



Gulf Shores, AL
gulfshoresal.gov



Nevada County, CA
nevadacountyca.gov

Approaching Your Project Implementation

Communication between you and your Web Central team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Phased Approach

PHASE 1: INITIATE

Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

PHASE 2: ANALYZE

Customer Deliverables – The City will be responsible for submitting deliverables as outlined.

Consulting Engagement – During your consulting sessions, your consultant will meet with you to evaluate needs and make recommendations for implementation solutions. This consulting will help your organization facilitate the tough conversations that happen when you put a microscope to your current processes, solutions, and website presence. Further, we will also guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting – Meet with your project manager and web content specialist to detail our content development process.

Mood Board & Layout Proposal – A custom layout in greyscale format and recommended color palette will be created by your art director, to which you'll have the ability to review and provide feedback and approval.

PHASE 3: DESIGN & CONFIGURE

Design Concept Development – You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your project team on any feedback and then final approval.

Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – The City will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the Web Central project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration and you can obtain hands-on experience.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your Web Central project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

AWARD-WINNING

Over the past six years, CivicPlus Technical Support has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and eight Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees and 100 or More Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, Remote Customer Service Innovation of the Year, and Achievement in Customer Experience. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information

and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central roadmap and will be able to submit ideas for improvements and enhancements.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

Guardian Hosting & Security

In today's digital era, local governments require a hosting solution that not only meets their needs but exceeds their expectations. Our Enterprise Level Hosting Solution is designed with local governments in mind, offering unparalleled DDoS protection to safeguard your digital infrastructure from the most aggressive cyber threats. With our state-of-the-art security measures, you can ensure the continuity of critical services, even in the face of sophisticated attacks.

Moreover, we understand the importance of building resident trust through consistent and reliable service availability. That's why we guarantee a high availability of **99.9% uptime**, ensuring your services are accessible when your residents need them the most. This commitment to uptime translates to less than 8.76 hours of potential downtime annually, demonstrating our dedication to maintaining your operations without interruption.

Data Center	• Redundant Power Supply • Uninterruptible Power Supply (UPS) Systems • Enhanced Cooling Infrastructure • Diesel Engine Generators • Energy Storage • Redundant HVAC Systems • N+1 Redundancy • Fully Redundant Network • System Monitoring − 24/7/365
Security	• Web Application Firewall (WAF) Protects Against SQL Injection, Cross-Site Scripting, & Other Threats • OWASP Modsecurity Core Rule Set Guards Against OWASP Top 10 Vulnerabilities • Server Management Services Ensure Smooth Operation & Optimal Performance • Regular Software Updates & Security Patches • Antivirus Management & Updates Protect Against Malware • Continuous System Monitoring for Health & Performance
Performance	• Regional Content Delivery Network (CDN) Distributes Cached Content to Minimize Latency & Enhance Reliability • Server-Side Caching with Regional CDN Improves Page Load Times & Content Delivery • Unparalleled Browsing Experience for Users on Your Website or Application
Hosting	• Enhanced Security and Compliance • CMS software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	• Emergency After-Hours Support, Live Agent (24/7) • Online Status Monitor by Data Center • 8-Hour Guaranteed Recovery Time Objective (RTO) • 24-Hour Guaranteed Recovery Point Objective (RPO) • Pre-Emptive Monitoring for Disaster Situations • Multiple, Geographically Diverse Data Centers
DDoS Protection & Mitigation	• Cloudflare's Reverse Proxy to Protect Your Network • Access to Advanced Tools that Defend Against DDoS Attacks • Utilize Cloudflare's Massive Network Capacity of 30 Tbps • A Skilled Team is Always Ready, 24/7, to Stop Any Attacks on Your Digital Assets

C. Relevant Experience

CivicPlus History

CivicPlus began in 1998 when we decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus implemented new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.

Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

Experience

25+ Years | 10,000+ Customers | 850+ Employees

Recognition

Inc. 5000 11-time Honoree
GovTech 2024 Top 100 Company
Stevie® Awards Multiple Global Awards for Service Excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology.

POWERING & EMPOWERING GOVERNMENT

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus empowers municipal leaders to transform interactions between residents and government into consistently positive experiences.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.

Past Success

CivicPlus is the only government technology company focused exclusively on building trust in government by fostering consistently positive digital experiences for residents and staff. As a result, the thousands of governments partnering with CivicPlus streamline operations, save money, and create positive civic experiences that build resident trust and appreciation.

CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. We strive to help local government streamline their daily work and better inform and connect their communities. With such experience, we are confident that we can provide the best solution for the City. The Web Central CMS will more than satisfy the City's needs for an easy-to-use content management system that will empower your staff to be able to update the website as needed as well as provide a convenient resource for your audience.

List of Projects

CivicPlus is a privately held firm and does not release a list of customers during a public RFP process. With that being said, CivicPlus has designed, developed and implemented projects for over 10,000 customers, with over 5,000 customers with websites. Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community.

Our design portfolio will provide an idea of the different directions we can take your creative design. Please note that the examples provided may be representative of different design packages than what are proposed and that not all parties shown have agreed to be contacted for reference. To view our online portfolio, please visit cp-design.civicplus.com.

Primary Contact

Ryan McNelly
Account Executive
ryan.mcnelly@civicplus.com
913.957.6925

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

Customer Experience: Fayetteville, Arkansas

Challenge: Previous software was difficult to navigate and rely on at times.

Result: Staff can easily update systems and they are supported by award-winner technical support team.

CivicPlus Has Saved the City Time

Fayetteville may be the second largest city in Arkansas, but it remains a tight-knit community with residents who stay involved. As a large and growing city with multiple departments and stakeholders, having software that is easy to use by staff and residents is vital. One of the most beneficial, time-saving results realized by Fayetteville has stemmed from quick and reliable customer support, which the city struggled with before transitioning to CivicPlus.

"We have a lot of city staff with different backgrounds that can now go into the software and make changes themselves without having to send in a support ticket. Previously, that would take months to get solved. Now — an example being the other day — I sent a short question in the live chat feature, and my question was answered in 15 minutes," says Kara Paxton, Fayetteville City Clerk Treasurer.

Mobile-Friendly Website and 311 CRM Software

The city's website is built to serve its residents online. Community members can report concerns, apply for permits and licenses, explore GIS maps, pay bills, manage services, sign up for notifications, and more. Paxton noted improvements to its navigation, accessibility, and mobile compatibility. She has received positive feedback regarding the ability to view the website on small mobile devices by subscribing to calendars and notifications, all while on the go.

The city is managing, responding to, and resolving resident requests by utilizing SeeClickFix 311 CRM.

A Partner for Positive Civic Experiences

Paxton said there are benefits of implementing software that works together, including providing a seamless experience for residents:

"What we noticed with CivicPlus is that when software programs are implemented or integrated, they work. I've noticed situations where organizations bought software with legacy systems. It was tough to make them work together, so the ability to implement multiple products together made a big difference. We already had a CivicPlus website, and our agenda management and codification software had the most advantages compared to the other options, so the answer was simple."

Paxton noted that with CivicPlus, she feels like something other than a customer but a partner. The people at CivicPlus are actively looking for how to improve the products, which brings about an exciting yet comforting future.

"One thing I love is when we talk to someone at CivicPlus — whether for Agenda and Meeting Management, Codification, or our website — If we have an idea, everybody is open to hearing it. And if it's something they don't have implemented yet, they take that feedback and plan how they can make it work for us in the future. This gives you more ownership of the product and a feeling of being a partner versus a customer," Paxton says.

Customer Experience: Lindsay, California

Challenge: The current City website was outdated and needed a redesign.

Result: Implement an integrated Municipal Website, Agenda and Meeting Management, and Municode Codification solution with one-stop and frictionless staff and resident functionality

Antiquated System Before CivicPlus

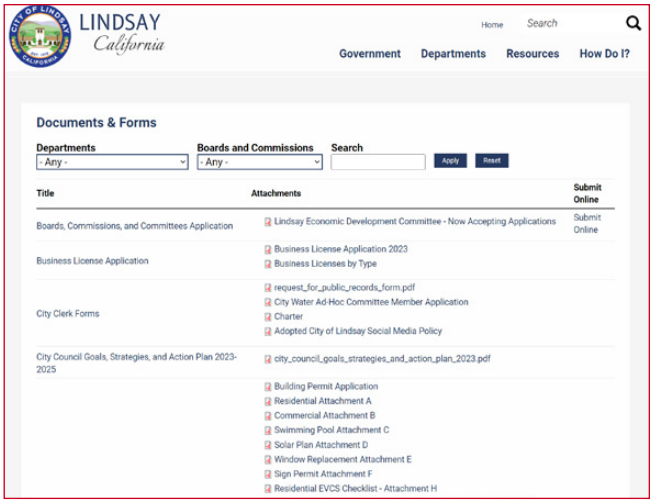
Lindsay, California, needed a new government website to meet residents' modern expectations. The City also wanted a website that could integrate its code of ordinances and Agenda and Meeting Management system.

Before partnering with CivicPlus, residents found Lindsay's old website difficult to navigate as it took too much scrolling and clicking to find what they needed. The visual design was also outdated and needed to be more representative of everything that makes the City unique. For staff, the website content was challenging to create and maintain. As a result, some information on the website has become outdated and inaccurate.

Though the City's code was online, it was only available as downloadable PDFs. The code was difficult to manage, and staff needed a better solution that would take less time.

Integrated Legislative Management Solution

CivicPlus acquired Municode in 2021. Today, Municode's solutions are part of the CivicPlus Civic Experience Platform.



To address these issues, Lindsay turned to Municode (now CivicPlus), its partner for Codification services, for over ten years. The City integrated Website Design, Agenda and Meeting Management, and Self-Publishing software, all from CivicPlus. Now, residents have a visually stunning and easy-to-navigate website.

Adding Agenda and Meeting Management functionality with Self-Publishing increased transparency as minutes, agendas, and the City's code of ordinances are readily available in an intuitive interface. For staff, updating the website requires little to no technical training. With a Microsoft Word-based CMS, creating and maintaining pages is easy for the staff of all technical levels. This ease of use is also extended to the City's code of ordinances, as Self-Publishing Software allows for simple drafting, editing, and passing of code, on one platform.

Customer Experience: Parkland, Florida

Challenge: Move to a more affordable website accessibility and quality assurance solution.

Result: Significant improvement in its accessibility compliance score in three months and a 30% reduction in accessibility tasks.

The City of Parkland partnered with CivicPlus in 2009 to create a digital footprint by modernizing resident communication and service strategies. Working with CivicPlus and CivicPlus' Web Accessibility partner, Monsido, Parkland wanted to ensure its website's continuing health and compliance in an ever-evolving landscape of accessibility legislation.

Quality Assurance

The administrative upkeep of the website is primarily the responsibility of Melissa VanKannel, Digital Media and Communications Specialist for the City of Parkland, in addition to the primary accessibility and inclusivity goals.

"One of the Monsido modules I like is quality assurance. This module saves time by locating broken links and issues throughout the site instead of combing through the website manually."

VanKannel explained that, for example, some people take PDFs down from the website without communicating with her and think that the job is done. This assumption is incorrect; the link still exists on the web page but has no valid destination. In the past, VanKannel would have been unaware, "But with Monsido, I'm able to tell that's why it's broken."

Resident Engaging Website Functionality

Utilizing the CivicPlus Website CMS also enhances the efficiency of VanKannel's administrative workload and ensures the quality of all website content through an automated approval process. In addition, the administrative and collaborative ease of use has empowered the City to promote and highlight important news promptly.

"Our upper management likes to see important information on the home page without having to click," VanKannel explained, as resident expectations for immediacy have evolved. "The widget tools are great, just inputting content; it's simple and straightforward. I had to give a training last week for the Parks and Rec staff on how to create pages and the process it entails. I didn't have to do much talking; it was more just showing them the steps."

Conclusion

Creating a digital footprint has provided the community of Parkland with a central hub for information and services that can meet the expectations of their tech-savvy residents. The partnership with CivicPlus has provided the City of Parkland staff with time-saving workflows and infrastructure that has created new efficiencies and quality standards that enhance accessibility and communication efforts that lead to improved resident engagement and positive civic experiences.

So, though VanKannel has a big job keeping the website content relevant, engaging, and accessible, she feels that Parkland picked the right partner to work with in CivicPlus and appreciates the customer support.

"With a smaller company than CivicPlus, you might not have that support staff that you need."

Attachment A – References

CITY OF SANTA FE SPRINGS

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org

"A great place to live, work, and play"

RFP 25-6
City Website Development Services
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name PASO ROBLES, CALIFORNIA

Entity Address 1000 Spring Street, Paso Robles, CA 93446

Name of Contact Caryn Jackson

Telephone Number of Contact 805.227.7200

Email of Contact cjackson@prcity.com

Project Title Website Design and Hosting

Date of Project December 2017 - Present, Redesign completed January 2023

Additional Projects SeeClickFix 311 CRM, Codification and Supplementation

Entity Name MILPITAS, CALIFORNIA

Entity Address 455 East Calaveras Boulevard, Milpitas, CA 95035

Name of Contact Tom Williams

Telephone Number of Contact 650.259.2467

Email of Contact twilliams@ci.milpitas.ca.gov

Project Title Website Design and Hosting

Date of Project December 2022 - Present

Additional Projects AudioEye Accessibility, SeeClickFix 311 CRM, NextRequest Records Portal, Agenda and Meeting Management

Entity Name DUBLIN, CALIFORNIA

Entity Address 100 Civic Plaza, Dublin, CA 94568

Name of Contact Shari Jackman

Telephone Number of Contact 925.556.4555

Email of Contact shari.jackman@dublin.ca.gov

Project Title Website Design and Hosting

Date of Project November 2016 - Present, Redesign completed April 2021

Additional Projects AudioEye Accessibility, SeeClickFix 311 CRM, NextRequest Records Portal

Key Staff Resumes

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.

TIFFANY WILLIAMSON, SENIOR VICE PRESIDENT OF PRODUCT

Education – BA Speech Communication; JD Pepperdine University School of Law

Resume – Chief Technology Officer & General Manager; VP Operations & Global Segment Marketing; VP Global Segment Planning & Marketing; Director of Strategic Planning

15+ Years Experience – Building and scaling SaaS platforms for the Government, Education, and Legal markets

ADAM BLOCK, SENIOR DIRECTOR OF PROFESSIONAL SERVICES

Education – BS Business Administration Management; Economics

Resume – Lead Project Manager; Financial Services

20+ Years Experience – Project Management; Business Management; Team Building; Customer Service

JEREMY WILSON, SENIOR DIRECTOR OF CUSTOMER SUCCESS

Education – BS Political Science

Resume – Assistant Manager of Account Management; Solutions Specialist

15+ Years Experience – Customer Service; Leadership Sales; Team Building

JIM FLYNN, DIRECTOR OF INFORMATION SECURITY

Education – BA Computer Information Systems

Resume – Chief Systems Architect; Information Technology Director; Software Engineer

20+ Years Experience – Cybersecurity; Hosting; Network Infrastructure; System and Software Architecture

D. Proposed Statement of Work

CivicPlus can provide all of the services and functionality identified in the Scope of Work section of your Request for Proposal document. As the development of your site is a collaborative effort, we intend to discuss in detail the full scope of work requested to ensure that we fully understand your needs and expectations in order to provide you with the best possible web experience.

Key Project Milestones

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical ultimate project ranges from 18 – 32 weeks. The City's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

PHASE 1: INITIATE	2-4 Weeks	• Project Kickoff Meeting • Planning & Scheduling
PHASE 2: ANALYZE	4-6 Weeks	• Customer Deliverable Submission • Consulting Engagement • Design Discovery Meeting • Content Process Meeting • Mood Board & Layout Proposal
PHASE 3: DESIGN & CONFIGURE	8-14 Weeks	• Design Concept Development • Design Concept Meeting • Content Development • Agendas & Minutes Migration • Website Completion
PHASE 4: OPTIMIZE	1-2 Weeks	• Website Finalization
PHASE 5: EDUCATE	1-2 Weeks	• Training Engagement
PHASE 6: LAUNCH	2-4 Weeks	• Launch Confirmation Meeting • Website Launch

Project Staff

From project management to design and development to training and support, a professional and experienced project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start that connect with your style and municipality's needs. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

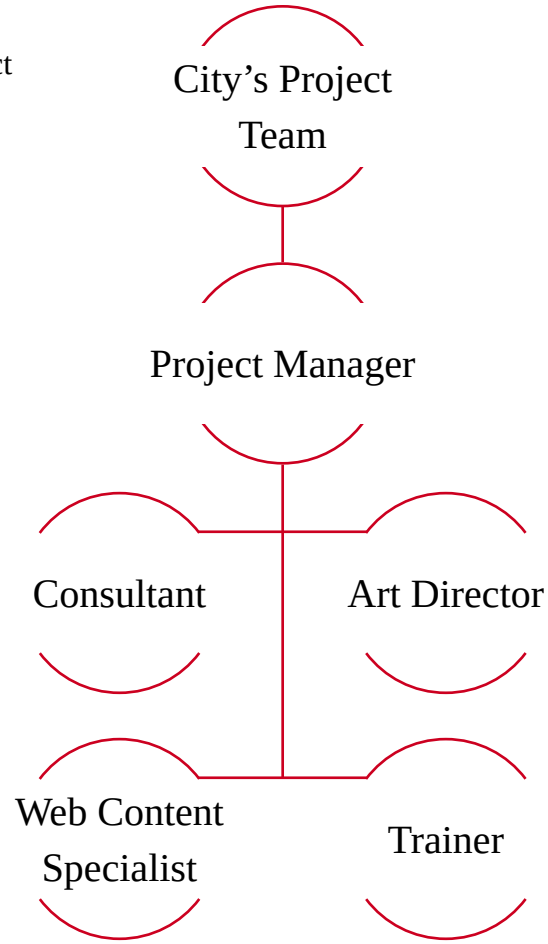
Project Manager – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope

Consultant – Examines current state, recommends solutions to challenges, provides actionable steps for implementation

Art Director – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website

Web Content Specialist – Guides content development process, ensuring application of best practices for usability and accessibility

Trainer – Educates your team to use the Web Central system and demonstrates effective use of tools and functionality



Staff Support

CivicPlus and the City will jointly develop a detailed schedule and implementation plan as your project kicks-off complete with milestones and deadlines. This serves as your implementation process flow and any changes can be addressed throughout the process. Once your system is launched you will continue to receive both technical and consultative support from our Support and Customer Success teams.

The City's Tasks

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

Optional Enhancements

We are confident in the ability of our proposed project to meet your needs as outlined in the RFP. Please consider the following additional enhancements to elevate your overall experience with CivicPlus and our solutions. For more information or a quote, please reach out to Ryan McNelly.

CivicPlus Mass Notification System

EMERGENCY AND ROUTINE COMMUNICATIONS MADE EASY

When an emergency or event occurs that has the potential to impact your residents, you need a communication solution that is easy to use, immediate, and effective. CivicPlus offers a multi-channel communication solution that allows you to reach your residents and visitors, no matter where they are in the community. Whether communicating routine or emergency news, our Mass Notification software allows you to alert residents within seconds, with actionable information using a single interface – saving you time and amplifying your reach.

Easy to Use – Consistent workflow process for all communications, from emergency notifications to day-to-day alerts

Expert Insights – Emergency communication experts with over 25 years of experience

Responsive Service and Support – The highest quality live and accessible 24/7/365 support team

Most Ways to Send Messages – Generate a message by text, email, call, or mobile app

Superior and API-first Integrations and Features – Two-way internal communications, convenient mobile apps for the public and administrators, and geofencing capability

Reliable – Optimized message speeds, security, and uptime

Our robust platform ensures the greatest number of residents receive alerts, and that emergency responders and critical team members can communicate and coordinate response efforts.

- The Integrated Public Alert and Warning System (IPAWS)
- Geo-targeted notifications via Environmental Systems Research Institute (ESRI)
- Two-way internal communications
- Automated notifications
- Multilingual capabilities
- One-click quick launch templates
- Mobile apps for public and administrators

SeeClickFix 311 CRM

CivicPlus offers a comprehensive and robust 311, request management, and resident engagement solution that empowers local governments to demonstrate their positive community impact, accountability, responsiveness, resulting in greater resident appreciation and trust.

Our industry-leading request management system is easily integrable with the most widely used ESRI and asset management systems to help local governments receive, respond, and report on community issues and repairs.

Our solution also allows residents to submit feedback, questions, inquiries, and requests using the most common digital communication tools they already use daily—text, email, and phone. All messages are aggregated in a single system and associated with individual resident profiles for historical reference and administrative triage, assignment,
resource management, and resolution.

SeeClickFix 311 CRM empowers local leaders to:

- Leverage the communication channels residents already rely on
- Eliminate communication barriers between residents and internally cross departments
- Capture all the diverse voices in your community to understand better what they want and need from their leaders
- Meet contactless government expectations by enabling residents and staff to communicate remotely and safely from home, at work, and out in the community
- Create custom internal workflows to route requests for rapid response

CivicPlus Code Enforcement, Permitting, and Licensing

The CivicPlus Code Enforcement, Permitting, and Licensing solution streamlines the zoning, building, and inspection process enabling departments to collaborate and providing resident and business digital self-service functionality. Our digital resident and business self-service functionality allow community members and businesses to apply for permits, eliminating phone calls and walk-ins while helping create safe, economically profitable communities.

FEATURES & FUNCTIONALITY

Complete software that meets your cross-departmental collaboration and workflow needs.

- Property and Contact Management
- GIS Viewer/Mapping
- Digital Checklists
- Project Routing and Inspection Scheduling
- Auto-Generate Permit, Licenses, and Notices
- Complaint and Request Management
- Dashboard and Reporting System
- Invoicing and Receipting System
- Mobile Inspections App (Offline and Online)
- Photo and Document Upload
- Public Access Portal
- Online Applications and Payments

SEAMLESS INTEGRATIONS

Our solutions are designed to work with each other, as well as with external systems.

- ICC Codes
- Municode
- SeeClickFix 311 CRM
- Payment Processors
- Tax Assessor
- GIS Systems
- Electronic Plan Review Software
- Historical Data Imports

Permitting

Create and manage permit applications, payments, inspections, and contractor credentials.

Planning & Zoning

Robust functionality to manage the intricacies of new subdivisions, plats, site plans, and other projects.

Business Licensing

Create and manage license applications, renewals, payments, inspections, and contractor credentials.

Code Enforcement

Process complaints and track violations end-to-end from initial inspection and notice of violation through citation processing, court proceedings, and resolution.

Fire & Life Safety Inspections

Conduct and schedule one-time and cyclical reoccurring inspections across your organization. Generate inspection failure notices and track court appearances.

E. Conflict of Interest Statement

CivicPlus has no conflicts or perceived conflicts of interest with the City of Santa Fe Springs.

CivicPlus performs fully comprehensive engagement with each customer. There are several points of contact in many different departments during the contracting and implementation phases. If one point of contact determines a conflict of interest exists, they would escalate to the proper individuals in the company to shed light on the conflict of interest.

F. Cost Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 60 days from October 10, 2024.

Features & Functionality

- Web Central CMS Tools, Widgets, & Features
- DNS Setup for URL santafesprings.org
- 2 Department Header Packages for URLs sfslibrary.org and sfsheritagearts.org
- AudioEye Managed

Implementation

- Ultimate Package
  - 1 Custom Website Layout Proposal
  - 1 Custom Design Built Using Approved Custom Layout & up to 3 Advanced Design Components
- 200 pages Content Development from URL santafesprings.org
- Up to 100 Meetings Worth of Agendas & Minutes PDF/DOC Migration
- 6 Blocks of Virtual System Training (up to 3 hours/block)
- Up to 2 days Virtual Alignment Consulting

Annual Recurring Services

- Guardian Hosting & Security
- 1 SSL Certificate
- DNS Hosting for URL santafesprings.org
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support & Access to the CivicPlus Help Center
- Dedicated Customer Success Manager
- 48-Month Ultimate Website Redesign

City of Santa Fe Springs' Investment	One-Time Fees	Year 1 Annual Fees
Website Central CMS	$35,815.00	$12,548.00
Virtual Training and Consulting	$7,500.00	N/A
AudioEye Managed	N/A	$4,165.00
Total Price	$43,315.00	$16,713.00
Total All-Inclusive Investment - Year 1 (includes one-time fees and Year 1 annual services)		$60,028.00
Annual Recurring Services - Year 2 (includes 5% uplift)		$17,548.65

CivicPlus Project Pricing & Invoicing

Component Costs

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, security, or other design or project enhancements, outside of the included scope, are added prior to contract signing. Maintenance and support is part of our annual recurring services fees.

Additional Services

If the City requests to add additional services, those services will be priced and scoped separately for review and approval. This can be set as an addendum to the contract between CivicPlus and the City.

Standard Invoicing

- 100% of Initial Term invoiced upon signature date
- First-year Annual Services fee is included with your Initial Term cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a 5% technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please reach out for more details

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. Subject to the terms of the final controlling agreement, CivicPlus requires its standard Master Services and Solutions and Service Terms to be incorporated and linked in the final agreement. For reference, the CivicPlus standard Master Services and Solutions and Service Terms can be found online at civicplus.help/hc/en-us/sections/10985404533271. We look forward to developing a mutually beneficial contract with the City.

Attachment B

CivicPlus is amenable to using the City's standard agreement for contracts, however, we would request the following revisions and additions highlighted in blue below as a base for negotiations. Consider these as our starting point for negotiations of a final agreement. We also require our standard Master Services Terms to be incorporated and linked in the final agreement. You can see these terms at https://www.civicplus.help/hc/en-us/articles/10989047390487-Master-Services-Agreement

CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and effective as of_____ ("Effective Date"), by and between the City of Santa Fe Springs, a California municipal corporation, ("City" or "Customer") and CivicPlus, LLC, a [~~State and Entity Type: Example – California~~ Kansas limited liability company~~]~~ ("Consultant" or "CivicPlus"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect ~~until the services described herein are completed~~ for a period of 12 months, unless sooner terminated, or renewed, pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in the ~~City's Request for Proposals~~ Consultant's Statement of Work (the "SOW"), attached hereto as Exhibit A~~, and Consultant's Proposal, attached hereto as Exhibit B, both~~ and incorporated herein as though set forth in full ("Services"). ~~Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A.~~ This Agreement shall also be subject to the terms and conditions outlined in the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions available at https://www.civicplus.help/hc/en-us/p/legal-stuff (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus Terms, the terms of this Agreement shall take precedence.

To the extent that Exhibit ~~B~~ A contains provisions inconsistent with this Agreement ~~and/or Exhibit A~~, the provisions of this Agreement ~~and Exhibit A shall govern~~.

...

5. PAYMENT

A. City agrees to pay Consultant ~~monthly, [in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B~~ in accordance with the SOW ~~attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the~~

~~above tasks].~~ This amount shall not exceed [Insert amount] dollars ($.00) for the ~~total~~ initial term of the Agreement unless additional payment is approved as provided in this Agreement.
...

C. Consultant will submit invoices ~~monthly~~ in accordance with the SOW ~~for actual Services performed~~. Consultant agrees to participate in the City's Electronic Funds Transfer program and to receive electronic payments for the Services. Payment shall be made within thirty (30) days of ~~receipt~~ the date of each invoice ~~as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor~~.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

A. ~~The City~~ Either Party may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon ~~Consultant~~ the other party at least sixty (~~1~~60) days' prior written notice before the end of the current term. ~~Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.~~

~~B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.~~

7. DEFAULT OF CONSULTANT

If ~~the City~~ either Party determines that ~~Consultant~~ the other Party is in default in the performance of any of the terms or conditions of this Agreement, the ~~City~~ non-breaching Party shall serve ~~Consultant~~ a written notice of the default. ~~Consultant~~ The breaching party shall have ~~seven~~ thirty (30~~7~~) days after service of said notice to cure the default. In the event that ~~Consultant~~ the breaching party fails to cure the default within such period of time ~~or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days~~, the ~~City~~ non-breaching party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. ~~Consultant shall be responsible for costs incurred by the City due to Consultant's failure to comply with this section. The City shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.~~

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall

provide ~~free~~ access, at the City's expense, to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon full and complete payment of amounts owed for project development under the applicable SOW, the City will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("City Content") created by CivicPlus on behalf of the City pursuant to this Agreement. "City Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which the City provides to CivicPlus for processing, transmission, storage, or inputs into any website, software, or module in connection with any Services. City Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

C. Upon completion of the project development, the City will take over the management and control of the Services and the City will assume full responsibility for City Content maintenance and administration. The City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. The City hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services. The City represents and warrants that the City owns all City Content or that the City has permission from the rightful owner to use each of the elements of City Content and that the City has all rights necessary for CivicPlus to use the City Content in connection with providing the Services. The City agrees that CivicPlus shall not be responsible or liable for the content of messages created by the City or by the City's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any City Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

D. At any time during the term of the applicable SOW, the City may, depending on the specific CivicPlus solution procured under such SOW, have the ability to download the City Content and export the data processed through the Services ("City Data") for no additional cost. If the City is using a CivicPlus solution that does not support the City's unilateral export capabilities, the City may request CivicPlus to perform the export of City Data and provide the City Data to the City in a commonly used format, upon reasonable notice. Upon termination of the applicable SOW for any reason, whether or not the City has retrieved or requested the City Data, the City will not have access to the Services. CivicPlus, as the Data Custodian, reserves the right to permanently and definitively delete the City Content and City Data held in the Services thirty (30) days following termination of the applicable SOW in accordance with data retention laws and policies.

E. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. The City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than the City, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

F. Provided the City complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth herein, CivicPlus hereby grants the City a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that the City is using the Services for legitimate business use as intended by the purpose of the Services; and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. The City hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use may be considered fraud.

~~B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.~~

9. INDEMNIFICATION AND DEFENSE

CivicPlus will defend at its expense or settle any third-party claim against the City alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally

awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus' indemnification obligations under this Section are conditioned upon the Customer (i) promptly notifying CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Cross out subsections A-C

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit ~~C~~ B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

...

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. ~~Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.~~

Cross out subsections C and D.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of applicable State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

14. NO BENEFIT TO ARISE TO CITY EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct ~~or indirect~~, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public or compelled by court order, subpoena, or as otherwise required by law. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. ~~Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.~~

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) email; or (iv) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement upon a merger or sale of a majority of its assets. ~~[Because of the personal nature of the Services to be rendered pursuant to this Agreement, only _____ shall perform the Services described in this Agreement, unless otherwise agreed to by City. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should he/she leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.]~~ Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the City with the notice and identity of the proposed subconsultant, ~~a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.~~

20. ENTIRE AGREEMENT

This Agreement, and its exhibits, contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signature or electronic transmittal of signatures shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

~~[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]~~

CITY OF SANTA FE SPRINGS	CONSULTANT
_____	_____
	Name: _____
	Title: _____
Date: _____	Date: _____

ATTEST:	CONSULTANT
_____	_____
Fernando Muñoz, Deputy City Cler	Name: _____
	Title: _____
	Date: _____

APPROVED AS TO FORM:

_____

Ivy M. Tsai, City Attorney

Attachments:

Exhibit ~~B~~ A	Consultant's ~~Proposal~~ SOW
Exhibit ~~C~~ B	Insurance Requirements

Exhibit A
~~City's Request for Proposals~~ Consultant's Statement of Work

Exhibit B
~~Consultant's Proposal~~

Exhibit C
INSURANCE REQUIREMENTS

~~Without limiting Consultant's indemnification of the City, and prior to commencement of Services,~~ Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

...

~~Professional~~ Cyber liability (errors & omissions) insurance. Consultant shall maintain ~~professional~~ cyber liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

~~[Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.]~~

...

~~[Note: If the required limits for general liability, auto and employer's liability are $1 million or less, the following paragraph may be omitted.]~~

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. ~~Such policy or policies shall include the following terms and conditions:~~

- ~~A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;~~
- ~~Pay on behalf of wording as opposed to reimbursement;~~
- ~~Concurrency of effective dates with primary policies;~~
- ~~Policies shall "follow form" to the underlying primary policies; and~~
- ~~Insureds under primary policies shall also be insureds under the umbrella or excess policies.~~

...

~~The City's rights of enforcement.~~ ~~In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.~~

...

~~Notice of cancellation.~~ ~~Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.~~

...

~~Pass through clause.~~ ~~Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.~~

~~The City's right to revise specifications.~~ ~~The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.~~

CITY OF
SANTA FE SPRINGS
11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • www.santafesprings.org
"A great place to live, work, and play"

RFP 25-6
City Website Development Services
ATTACHMENT A – References
(COMPLETE AND RETURN WITH YOUR PROPOSAL)

Entity Name PASO ROBLES, CALIFORNIA

Entity Address 1000 Spring Street, Paso Robles, CA 93446

Name of Contact Caryn Jackson

Telephone Number of Contact 805.227.7200

Email of Contact cjackson@prcity.com

Project Title Website Design and Hosting

Date of Project December 2017 - Present, Redesign completed January 2023

Additional Projects SeeClickFix 311 CRM, Codification and Supplementation

Entity Name MILPITAS, CALIFORNIA

Entity Address 455 East Calaveras Boulevard, Milpitas, CA 95035

Name of Contact Tom Williams

Telephone Number of Contact 650.259.2467

Email of Contact twilliams@ci.milpitas.ca.gov

Project Title Website Design and Hosting

Date of Project December 2022 - Present

Additional Projects AudioEye Accessibility, SeeClickFix 311 CRM, NextRequest Records Portal, Agenda and Meeting Management

Entity Name DUBLIN, CALIFORNIA

Entity Address 100 Civic Plaza, Dublin, CA 94568

Name of Contact Shari Jackman

Telephone Number of Contact 925.556.4555

Email of Contact shari.jackman@dublin.ca.gov

Project Title Website Design and Hosting

Date of Project November 2016 - Present, Redesign completed April 2021

Additional Projects AudioEye Accessibility, SeeClickFix 311 CRM, NextRequest Records Portal

EXHIBIT “B”

INSURANCE REQUIREMENTS

Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Cyber liability (errors & omissions) insurance. Consultant shall maintain cyber liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and

employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in

accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage

and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the City for review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

ITEM # 22

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: **STATE HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE OF XPLORIR HANDHELD GAS/VAPOR DETECTOR IDENTIFICATION SYSTEM**

DATE: April 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Award of purchase to Hazmat Resource Inc., in the amount of $57,128.50 for XPLORLR Handheld Gas Identification System; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The State Homeland Security Program is 100% reimbursable grant. There will be no fiscal impact to the City.

Hazmat Resource Inc. submitted sole source documentation.

BACKGROUND

The Department of Fire-Rescue continues to enhance its specialized response capabilities by incorporating advanced technology to support hazardous materials operations and field safety. One of the most critical needs in these environments is the ability to quickly and accurately detect and identify unknown chemical substances in dynamic and often hazardous conditions.

Through funding provided by the Fiscal Year 2022 State Homeland Security Program grant, the Department will add the XplorIR Handheld Gas Identification System to its

response cache. The XplorIR is the only portable, handheld analyzer capable of detecting and identifying over 5,600 individual chemical substances, including toxic industrial chemicals, volatile organic compounds, chemical warfare agents, and complex chemical mixtures. Utilizing Fourier Transform Infrared spectroscopy, the device delivers highly accurate results within seconds, enabling first responders to make informed decisions in real time without the delays associated with off-site laboratory testing.

Designed for durability and ease of use, the XplorIR features an impact-resistant housing, glove-compatible single-hand operation, and a high-visibility touchscreen display for use in both daylight and low-light conditions. It offers two operating modes: continuous monitoring for atmospheric assessment and a point-and-shoot function for isolating specific sources such as leaking cylinders or confined spaces.

The system also includes a comprehensive onboard chemical library, automatic spectral matching, internal data logging, GPS tagging, and wireless connectivity for rapid transfer of incident data. Long-lasting battery performance supports extended field operations, while integrated system diagnostics help ensure operational readiness at all times.

The XplorIR will be deployed to support hazardous materials responses, Urban Search and Rescue operations, and other high-risk environments where the presence of unknown or dangerous airborne substances poses a threat to responder safety and public health. This acquisition supports the Department's all-hazards response model and fulfills the core objectives of the State Homeland Security Program to strengthen local and regional response capabilities.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon the approval of the City Council of recommended actions, the Department of Fire-Rescue staff will proceed with purchase, secure the new XPLORLR Handheld Gas Identification Systems and submit the necessary State Homeland Security Program grant reimbursement request.

ATTACHMENT(S):

A. Hazmat Resource Inc. Quote
B. Hazmat Resource Inc., Letter of Sole Source

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

ESTIMATE

Hazmat Resource, Inc.
2400 Celsius Ave Ste H
Oxnard, CA 93030

sales@hazmatresource.com
+1 (805) 617-0987
https://hazmatresource.com/

Bill to
Santa Fe Springs Fire Department
11710 Telegraph Road
Finance Department
Santa Fe Springs, CA 90670
USA

Ship to
Santa Fe Springs Fire Department
11710 Telegraph Road
Finance Department
Santa Fe Springs, CA 90670
USA

Estimate details
Estimate no.: 202769
Estimate date: 03/03/2025

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.		**XplorIR Handheld Gas Identification System, Red**	300-00-0001	XplorIR is the only handheld gas/vapor detector that can accurately detect and identify 5600+ unknown chemical threats and complex mixtures in seconds. Use XplorIR to continuously monitor for immediate answers during high-threat operations, or flip to point-and-shoot mode for isolated target intelligence.	1	$55,000.00	$55,000.00

Subtotal	$55,000.00
Discount 6%	-$3,300.00
Sales tax	$5,428.50
Total	**$57,128.50**

Accepted date **Accepted by**

645 Summer Street
Boston MA 02210
908devices.com

February 26, 2025

Hazmat Resource, Inc
2400 Celsius Ave, Ste H
Oxnard, CA 93030

RE: Sole Source Document

Sir or Madam:

This letter confirms that, as of the date of this letter, HR is the authorized reseller of 908 Devices Inc. in California.

The person whose signature appears below is an authorized representative of 908 Devices Inc. and is authorized to make the commitments noted above.

Sincerely,

Jim Kane

Jim Kane
Sr. Director, NA Government Programs
908 Devices, Inc.

ITEM # 23

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: **STATE HOMELAND SECURITY PROGRAM FUNDS – AWARD OF PURCHASE OF ATTACKPRO VRS THERMAL IMAGING CAMERAS AND RELATED EQUIPMENT**

DATE: April 1, 2025

RECOMMENDATION:

It is recommended that the City Council:

1) Award of purchase to Municipal Emergency Services in the amount of $72,527.12 for AttackPRO VRS Thermal Imaging Cameras and Related Equipment; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The State Homeland Security Program is 100% reimbursable grant. There will be no fiscal impact to the City.

Municipal Emergency Services submitted sole source documentation.

BACKGROUND

The Department of Fire-Rescue remains committed to enhancing firefighter safety, situational awareness, and operational effectiveness through the acquisition of modern and mission-critical equipment. In alignment with this commitment, the Department has identified the need to upgrade its thermal imaging capabilities by procuring new, state-of-the-art thermal imaging cameras for deployment across a range of emergency response operations.

Utilizing Fiscal Year 2022 State Homeland Security Program grant funds, the Department of Fire-Rescue will acquire ten (10) AttackPRO VRS thermal imaging cameras, including supporting accessories and extended warranty coverage. Manufactured by Seek Thermal, the AttackPRO VRS cameras offer advanced imaging technology specifically designed for fire service operations. Each unit features a 320x240 pixel high-resolution thermal sensor, video recording capabilities, a wide 57-degree field of view, and a detection range up to 650°C (1,200°F). These features significantly enhance visibility in smoke-filled environments and allow for rapid decision-making during dynamic incidents.

The cameras are ruggedized for field use, built to IP67 waterproof specifications, and rated for two-meter drop resistance. Each unit is packaged with two rechargeable batteries, a desktop charging dock, and truck-mounted chargers to support in-field readiness. The purchase also includes aluminum carabiner gear keepers to ensure secure and convenient access during operations.

The AttackPRO VRS cameras will be deployed across frontline apparatus and will serve a critical role not only in fire suppression operations but also during hazardous materials and Urban Search and Rescue responses. Their use will enhance firefighter safety during structural firefighting, support accurate and timely victim location in low-visibility conditions, and improve hazard identification in complex environments.

This acquisition directly supports the Department's all-hazards response strategy and aligns with SHSP's core mission to strengthen regional preparedness, response, and recovery capabilities.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

Upon the approval of the City Council of recommended actions, the Department of Fire-Rescue staff will proceed with purchase, secure the new thermal imaging cameras and related equipment and submit the necessary State Homeland Security Program grant reimbursement request.

ATTACHMENT(S):

A. Municipal Emergency Services Quote
B. Seek Thermal, Letter of Sole Source

ITEM STATUS:	
APPROVED:	☐
DENIED:	☐
TABLED:	☐
DIRECTION GIVEN:	☐

(877) 637-3473

Quote

Quote #	QT1873753
Date	11/06/2024
Expires	03/18/2025
Sales Rep	Meyer, Lisa
Shipping Method	FedEx Ground
Customer	SANTA FE SPRINGS FD
Customer #	C57107

Bill To

ATTN: CHIEF MIKE KOZICKI
SANTA FE SPRINGS FD
11300 GREENSTONE AVE.
Santa Fe Springs CA 90670
United States

Ship To

SANTA FE SPRINGS FD
ATTN: CHIEF CHRIS SHIELDS
11300 GREENSTONE AVE.
SANTA FE SPRINGS CA 90670
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FQ-PAVX			AttackPRO VRS - AttackPRO camera with video recording, 2 batteries and 1 desktop battery charger	10	$3,953.00	$39,530.00
FD-PAA			AttackPRO, truck charger	15	$699.00	$10,485.00
RT3-4504			SEEK TIC Attack Pro Gearkeeper with Aluminum Carabiner	10	$56.25	$562.50
WA-5USAttackPRO			5 Yr AttackPro Enhanced Warranty	10	$1,499.00	$14,990.00

To place an order please contact Lisa Meyer at (951) 903-3749.
Thank you for doing business with MES!

Subtotal	$65,567.50
Shipping Cost	$75.00
Tax Total	$6,884.62
Total	$72,527.12

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1873753

Seek Thermal, Inc.
6300 Hollister Avenue
Santa Barbara, CA 93117
Phone: 805.683.3300
www.thermal.com

To Whom It May Concern;

Please note that Municipal Emergency Services (MES) is the only Authorized Dealer for Seek Thermal in the state of California that has both brick & mortar locations and local field sales/service team. If you have further questions, please do not hesitate to contact me.

Regards,

Mike Garrett
Director of Sales
480-952-3733
mgarrett@thermal.com