CITY OF LONG BEACH
411 W. OCEAN BLVD
LONG BEACH, CA 90802

# Purchase Order

Fiscal Year: 2021



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, SHIPPING DOCUMENTS, AND CORRESPONDENCE.

Purchase Order # 22103198

Delivery must be made within doors of specified destination.

VENDOR

HELMAN, RISA S
[redacted]
ANAHEIM, CA 92804

BILL TO

FINANCIAL BUREAU
POLICE DEPARTMENT
400 W BROADWAY 2ND FLR
LONG BEACH, CA 90802
Email: PD-ACCTSPAY@LONGBEACH.GOV
Phone: 562-570-7236

SHIP TO

FINANCIAL BUREAU
POLICE DEPARTMENT
400 W BROADWAY 2ND FLR
LONG BEACH, CA 90802
Email: PD-ACCTSPAY@LONGBEACH.GOV
Phone: 562-570-7236

| Vendor Phone Number | Contract Number | Requisition Number | Department Contact | E-mail |
|---|---|---|---|---|
| [redacted] | 32100153 | 12105078 | Jamaal Williams | Jamaal.Williams@longbeach… |

| Date Ordered | Date Required | Vendor Number | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 11/20/2020 | | 18280 | SEE TERMS BELOW | PD FINANCIAL |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | Homeland Security Grant Administration<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading<br>F.O.B Destination | | | | |
| 1 | Professional grant consulting services to assist in the administration, review, and reconciliation of the Homeland Security Grants.<br>Commodity Code: 91832 Consulting Services (Not Otherwise Classified) | 1.0 | EACH | $15,000.00 | $15,000.00 |

| | |
|---|---|
| Total Ext. Price | $15,000.00 |
| **PO Total** | **$15,000.00** |

# CITY OF LONG BEACH
# PURCHASE ORDER – GENERAL CONDITIONS

1. Issuance of this Purchase Order by City constitutes acceptance of Supplier's offer on the terms and conditions stated herein, and forms a contract.
2. City will not pay charges for taxes, transportation, boxing, packaging, crating or returnable containers unless separately stated hereon. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax under Certificate Number 95-730502K and supplier shall not charge this tax to City.
3. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on October 1 and ends on September 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
4. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give written notice stating the cause of the delay to City. Deliveries must be prepaid. City will not accept COD shipments.
5. City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging, and in place(s) of delivery. If necessary, there will be an equitable adjustment in price and time of performance mutually satisfactory to Supplier and City; but any claim by Supplier for such an adjustment must be made in writing within thirty (30) days after such change.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and; if Supplier so directs, will be returned at Supplier's expense.
7. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents harmless from all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentations of Supplier, its agents or employees in the performance of this Purchase Order or relating to a claim of infringement of a patent, trademark or copyright.
8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.
9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any direct losses, but not any consequential damages, sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.
10. Supplier shall not substitute items without written approval of the City Purchasing Agent or designee.
11. All license fees for City's use of patented or copyrighted items for items furnished under this Purchase Order shall be included in the Purchase Order price.
12. In cases where a price subject to escalation has been agreed upon, all claims for such price escalation must be received by City within sixty (60) days after date of final shipment. The price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Purchase Order, Supplier shall not be entitled to reimbursement for costs incurred due to escalation.
13. All items or services provided under this Purchase Order shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable sections of the California Code of Regulations. Supplier shall defend, indemnify and hold harmless City, its officials, employees and agents from any loss, claim, cause of action, liability, cost or expense, including but not limited to fines, penalties, corrective measures, and attorney's fees, City may sustain by reason of Supplier's failure to comply.
14. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order or Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
15. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
16. City's remedies herein are cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Purchase Order shall not be deemed a waiver of any other or subsequent breach. City's failure to object to provisions contained in any communication from Supplier shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
17. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
18. Any indebtedness of Supplier to City may, at the City's option, be credited against amounts owing by City hereunder.
19. Supplier shall furnish further itemization and breakdown of the Purchase Order price when requested by City.
20. Supplier and its subcontractor(s) shall not discriminate against any person in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, and shall comply with applicable federal and state equal employment opportunity laws, ordinances, rules and regulations.
21. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
22. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
23. City's purchases are based on its actual needs and requirements: City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
24. The issuance of this Purchase Order does not make Supplier the exclusive supplier of items or services that are the subject of this Purchase Order.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY WHEN SUPPLIER IS TO PERFORM WORK ON THE PREMISES OF CITY:

25. If, during the work, Supplier allows any indebtedness or lien to accrue for labor, equipment or materials, which may become a claim against City, Supplier shall immediately pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond and, in case of failure to do so, City may withhold any money due to Supplier until such claim, indebtedness or lien is paid or may apply such money toward the discharge thereof; or City may, at its option, cancel this Purchase Order, take possession and control of the work, and complete the same or cause the same to be completed. Supplier shall pay to City the difference between the Purchase Order price and the actual cost to City in completing or causing the work to be completed.
26. Supplier shall perform the work at Supplier's own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the work or items before final completion and acceptance, repair or replace the work or items so injured, damaged or destroyed, at Supplier's own expense and to the satisfaction of City. When items are furnished by others for installation or erection by Supplier, Supplier shall receive, unload, store, and handle same at site and become responsible therefore, as though such items were being furnished by Supplier under the Purchase Order.
27. Supplier shall maintain, at its expense, until completion of performance and acceptance by the City, the following insurance coverage from an insurer with a current financial responsibility rating of A- or better and a current financial size category of A: V (admitted) or A-VII (non-admitted) or better as reported by A.M. Best Company or equivalent, unless waived in writing by Risk Management. Any insurance provided by Supplier that requires the City to tender a suit or claim to their own insurers or to make their own insurance available is not permitted.

a. COMPREHENSIVE GENERAL LIABILITY: minimum insurance coverage required is $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate. The City of Long Beach, its Boards, Commissions, employees and agents shall be endorsed onto the Supplier's policy as additional insureds.
b. AUTOMOBILE LIABILITY: minimum insurance coverage required is $500,000 combined single limit for bodily injury and property damage covering owned, non-owned and hired vehicles. The City of Long Beach, its Boards, Commissions, employees and agents shall be endorsed onto the Supplier's policy as additional insureds.
c. WORKERS COMPENSATION: As required by the California Labor Code, coverage to include employers liability with a minimum limit of $1,000,000 per occurrence. Self-insurance must be approved by the City. The policy shall contain a waiver of subrogation in favor of the City of Long Beach, its Boards, Commissions, employees and agents. Supplier shall require that its subcontractors comply with this Section and Section 7. Each policy shall be endorsed to state that coverage shall not be cancelled or reduced in limit or scope except after 30 days (10 days for non-payment of premium) prior written notice to the City. All coverage shall be primary and non-contributory with respect to the City. Supplier shall furnish to the City before performance Certificates of Insurance and original endorsements with the original signature of one authorized by the insurer to bind coverage on its behalf. This insurance shall not be deemed to limit Supplier's liability hereunder. The City reserves the right to require complete certified copies of policies. If Supplier fails to furnish said insurance, the City may terminate this Purchase Order.

28. Supplier shall comply with the Standard Specifications for Public Works Construction, latest edition, and provide bonds required by the City.
29. Supplier shall comply with prevailing wage requirements in Chapter 2.87 of the Long Beach Municipal Code, e.g. the requirement to pay prevailing wages to contractors or subcontractors for public work. Public work includes the construction or repair of any public building, street, sewer or other property or improvement work done under contract and paid for, in whole or in part, out of public funds. Prevailing wage determinations are made by the California Department of Industrial Relations (DIR) for per diem wages and holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of worker needed to perform the work under the contract. Copies of the prevailing rate of per diem wages are on file at the City's Purchasing Division office, which shall be made available to any interested party on request.
30. By accepting this purchase order, you are acknowledging that it was created in accordance with city purchasing ordinance and state law.