Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
October 22, 2019
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the October 8, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Community Development Department

SUBJECT: Budget Appropriation for Highway 101-Rice Phase II Project. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommends the City Council approves and authorizes a budget appropriation for the Highway 101-Rice Phase II (Project No. 163106) in the amount of $494,975.

Contact: Jeffrey Lambert, (805) 385-7882

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

2. Public Works Department

   SUBJECT: Approve Purchase Order with WEX Bank for Fleet Fuel Cards Program. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to establish a Purchase Order with WEX Bank in the not to exceed amount of $7,200,000 for a three year term for Fuel Cards.

   Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

   SUBJECT: Approve the Third Amendment to Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Services. (5/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7848 (Purchase Order 5794) with Hopkins Groundwater Consultants, Inc. ("HGC"), that:
   1. Adds $500,000 for professional services for the final design and start-up of the City's Campus Park Aquifer Storage and Recovery (ASR) Well #1 project (Project); and
   2. Increases the professional services contract agreement from $750,000 to $1,250,000; and,
   3. Extends the expiration date to December 31, 2021.

   Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
October 8, 2019

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:07 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Tim Flynn and Chair Bert Perello were present; Member Bryan MacDonald was absent.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Rosemarie Gaglione, Public Works Director; Jan Hauser, Wastewater Division Manager; Todd Vasquez-Housley, Environmental Resources Manager; Marc Hill, Recycling Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the September 24, 2019 regular meeting as presented.

It was moved by Member Flynn, seconded by Chair Perello, to approve the minutes as presented. VOTE: Flynn and Perello voted in favor; the motion carried 2-0.

D. REPORTS

Public Works Department

1. SUBJECT: Approval of Second Amendment to Trade Services Agreement 8446-18-PW with U.S. Peroxide, LLC.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8446-18-PW with USP Technologies, Inc. in the amount of $754,950 through June 30, 2022, to control sulfide at the headworks and clarifiers of the Oxnard Wastewater Treatment Plant.

The Wastewater Division Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Flynn and Perello voted in favor; the motion carried 2-0.

DRAFT

2. SUBJECT: Approval of Purchase Order with Gibbs Truck Centers for Two (2) Semi-Tractors. RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order with Gibbs Truck Centers in an amount not-to-exceed $209,048.46 for two (2) semi-tractors.

The Environmental Resources Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Chair Perello, to approve the recommended action as presented. VOTE: Flynn and Perello voted in favor; the motion carried 2-0.

The Environmental Resources Manager introduced the new Recycling Manager. Discussion ensued among the Committee and the Recycling Manager.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

The City Manager announced upcoming items to discuss the scope of the next landfill contract and an update on the recycling landscape in California. Chair Perello requested an item on recommendations for domestic use of recycling material.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:29 a.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

DRAFT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1.

DATE: October 22, 2019

TO: Public Works and Transportation Committee

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Budget Appropriation for Highway 101-Rice Phase II Project. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommends the City Council approves and authorizes a budget appropriation for the Highway 101-Rice Phase II (Project No. 163106) in the amount of $494,975.

BACKGROUND

City Council previously approved total appropriations of $1,307,413 to Highway 101-Rice Phase II (Project No. 163106) for on-going project expenses including legal services related to three lawsuits concerning the design and construction of the Rice Avenue/Santa Clara Avenue interchange on Highway 101. Construction of the Rice/101 Highway Interchange (Project Specification No. PW03-19, Project No. 873114) was completed in May 2015.

ANALYSIS/DISCUSSION

The City has exhausted the current fiscal year appropriation for on-going expenses related to the litigation concerning the design and construction of the Rice Avenue/Santa Clara Avenue Interchange at Highway 101 (Project No. 163106). The request will allocate additional funding to cover for anticipated legal and other professional services projected through June 30, 2020. City Council has been previously briefed on the specifics of each litigation matter in closed session and the litigation budgets remain unchanged.

ENVIRONMENTAL IMPACT

The requested action is administrative only; there is no environmental impact to fund additional legal and other professional services.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The requested action will appropriate $494,975 from the Circulation System Improvement Fees Fund (354) to Project No. 163106 (Account Nos. 354-9718-826-8204 and -8209). Staff anticipates favorable resolution of the litigation in the Highway 101-Rice Phase II Project, eventually resulting in a settlement amount to be paid to the City in excess of $494,975. If and when that happens, the first $494,975 of settlement revenue will be credited back to Circulation System Improvement Fees Fund 354, to make it whole for having advanced the legal and other professional services costs of the litigation.

In the event that the litigation is unsuccessful, and no settlement proceeds materialize, then the other funds that have contributed to the Rice/101 Interchange Project -- such as the Capital Outlay Fund (301), Air Pollution Fund (118), TDA/LTF Fund 212 (Transportation Development Act/Local Transportation Funds), among others -- will need to reimburse Fund 354 for their share of the $494,975 of legal costs. In this way, Fund 354 would end up paying only its own share of the legal costs.

The projected FY19-20 ending unassigned fund balance of the Circulation System Improvement Fees Fund (354) is $5.7 million net of this appropriation request.

Prepared by: Cynthia Daniels, Project Manager

ATTACHMENTS

1. Budget Appropriation for Highway 101 - Rice Phase II (Project No. 163106)
2. PWT 10.22.19 - Rice Budget Presentation _opt

REQUEST FOR BUDGET APPROPRIATION - FY 19-20

Department: Community Development **Date:** November 5, 2019

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

To fund anticipated Fiscal Year 19-20 expenses of litigation for legal and other professional services for the Hwy 101 - Rice Phase II Project (Project #163106) from Circulation System Improvement Fees Fund 354. Staff anticipates favorable resolution of the litigation in the Highway 101-Rice Phase II Project, eventually resulting in a settlement amount to be paid to the City in excess of $494,975. If and when that happens, the first $494,975 of settlement revenue will be credited back to Fund 354, to make it whole for having advanced the legal and other professional services costs of the litigation.

In the event that the litigation is unsuccessful, and no settlement proceeds materialize, then the other funds that have contributed to the Highway 101-Rice Phase II Project-- such as the Capital Outlay Fund (301), the Air Pollution Fund (118), the TDA/LTF Fund (212), (among others) -- will need to reimburse Fund 354 for their own fair share of the $494,975 of legal and other professional services costs. In this way, Fund 354 would end up paying only its own fair share of the (ultimately unsuccessful) legal and other professional services costs.

Accounts and Descriptions		AMOUNT
Fund: 354- CIRCULATION SYS. IMPR. FEES		
Expenditures/Transfers Out		
Hwy 101-Rice Phase II (Project 163106)		
354-9718-826-8204	Services - Legal Counsel	483,264
354-9718-826-8209	Services - Other Professional	11,711
	Sub-total Expenditures	494,975
	Net Change to Fund Balance	**(494,975)**

Approvals

Department Director _____
Jeffrey Lambert

Chief Financial Officer _____
Kevin Riper

City Manager _____
Alex Nguyen

BA# (Finance Use Only)_____

BA DOC.# (Finance)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Budget Appropriation for Highway 101 - Rice Phase II Project

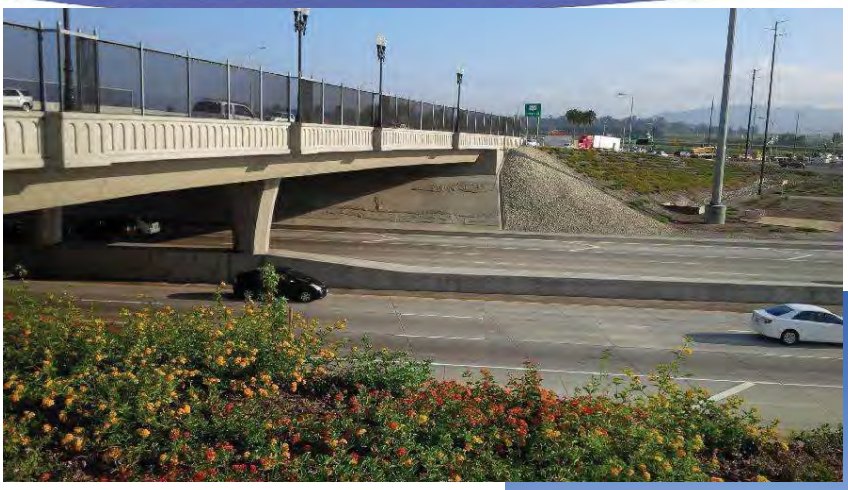
Jeffrey Lambert, Community Development Director
Cynthia Daniels, Project Manager

Public Works and Transportation Committee
October 22, 2019

Background

- The Rice Avenue/Santa Clara Avenue interchange on Highway 101 construction was completed in May 2015 (Project No. 163106).
- On December 4, 2018, City Council approved an appropriation for legal services related to three lawsuits concerning the design and construction of the Project.
- The City has exhausted the budget for ongoing expenses related to the litigation concerning the design and construction the Project.

Rice Avenue/Santa Clara Avenue Interchange On Hwy 101 (2015)



Financial Impact

- Appropriate $494,975 from Circulation System Improvement Fees Fund (354) to Project No. 163106.
  - The request will allocate additional funding for expenses for legal and other professional services projected through June 30, 2020.
- Staff anticipates favorable resolution of the litigation in the Highway 101-Rice Phase II Project, eventually resulting in a settlement amount to be paid to the City in excess of the requested appropriation ($494,975).
  - The first $494,975 of any settlement revenue will be credited back to Fund 354 to make it whole for having advanced the legal and other professional services costs of the litigation.

Financial Impact

- In the event that the litigation is unsuccessful, and no settlement proceeds materialize, then the other funds that have contributed to the Highway 101-Rice Phase II Project will need to reimburse Fund 354 for their own fair share of the $494,975 of legal and other professional services costs.

- Fund 354 would end up paying only its own fair share of the legal and other professional services costs.

Recommendation

That the Public Works and Transportation Committee recommends the City Council approves and authorizes the Mayor to sign a budget appropriation for the Highway 101-Rice Phase II Project (No. 163106) in the amount of $494,975.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2.

DATE: October 22, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve Purchase Order with WEX Bank for Fleet Fuel Cards Program. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to establish a Purchase Order with WEX Bank in the not to exceed amount of $7,200,000 for a three year term for Fuel Cards.

BACKGROUND

The Fleet Services Division (Fleet) of the Public Works Department provides maintenance and repair of the City's 953 vehicles and equipment, valued at over $44 million. Fleet is responsible for maintenance of vehicles as well as oversight for fuel and fuel card program. Currently, the City purchases unleaded, diesel and Compressed Natural Gas (CNG). Unleaded and Diesel are purchased from Shell Corporation and CNG is purchased from Voyager at the SoCalGas-Oxnard Base location. All departments and divisions are currently using either Shell and/or Voyager fuel cards. The table below outlines diesel and unleaded fuel usage by Division.

Division	**Fuel Purchased in FY 19**	**Percent**
ER	$ 1,093,240.19	51.52%
Police	$ 571,458.25	26.93%
Parks	$ 132,586.53	6.25%
Water	$ 88,751.47	4.18%
Streets	$ 55,006.03	2.59%
City Corps	$ 48,716.68	2.30%
Other	$ 132,224.38	6.23%
Total	**$ 2,121,983.53**	**100%**

DISCUSSION

The Public Works Department and the Purchasing Division have been working toward implementing a new fuel card system to better serve the City Departments. The Wex Government Fleet Card Program allows for the purchase of Unleaded, Diesel and Compressed Natural Gas (CNG). Prior, the City was operating with two different vendors (Shell and Voyager) to meet its fuel needs. Converting to WEX fuel cards will increase

operational efficiency and administrative burdens, and will allow for greater oversight of the program as a whole.

Wex Fleet Card is accepted at 95% of fueling stations nationwide. The following are some of the accepting fuel sites: Chevron, Circle K, Mobil, 76, Arco, Valero, Exxon, Seven Eleven, Shell, Sinclair and Texaco. The Wex Fleet Card will also be used to purchase CNG from SoCalGas-Oxnard Base. The City intends to piggyback on the Wex Government Fleet Card Program which has been competitively bid through Sourcewell, formerly NJPA.

Participation is free, with no enrollment, set up or card fees. A major improvement that the Wex Fleet Card provides is the number of locations available to fuel, allowing staff to conveniently fuel vehicles and reducing unnecessary time and miles traveled.

Supplemental to rebates and cost savings, the program offers better security and better accounting, something that staff believes to be an indirect cost of service (savings). Below outlines some high level aspects of the service agreement.

Cost Savings
- Estimated rebates of approximately 1.3% annually based on volume, prompt payment and annual spending;
- Use electronic billing to reduce administrative costs;
- Reduce staff time spent on unnecessary fuel trips.

Better Security
- Manage spending with purchase limits the City controls;
- Driver IDs are used at the pump to help prevent fraud and misuse.

Better Accounting
- Track spending online and see fuel grade, cost per gallon, and sales tax for every purchase;
- Download monthly reports including exception reporting.

Oversight of fuel transactions will be enhanced due to the web based client portal. The WEX Fleet Card offers a suite of control and alert tools that allows staff to know where, when, what, and how much is being spent. Features include a pump shut off feature, type and amount control limits, real time alerts, and a number of standard and custom reports.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funds are available in the Fleet Services Operational Fund (741-7501) and future year funding for fuel will be considered as part of the annual budget process. The following table shows the anticipated cumulative Fiscal Year breakdown for each funding source.

Account Number	FY 19/20	FY 20/21	FY 21/22	Total
741-7501-853.82-36 (Unleaded)	$960,000 (Budgeted)	$960,000 (Estimate)	$960,000 (Estimate)	$2,880,000
741-7501-853.82-37 (CNG)	$240,000 (Budgeted)	$240,000 (Estimate)	$240,000 (Estimate)	$720,000
741-7501-853.82-38 (Diesel)	$1,000,000 (Budgeted)	$1,300,000 (Estimate)	$1,300,000 (Estimate)	$3,600,000
TOTALS	$2,200,000	$2,500,000	$2,500,000	$7,200,000

Prepared by: Greg Cleary, Management Analyst III

ATTACHMENTS

1. Acceptance and Award-WEX Bank 042016
2. Fuel Card RFP
3. Paticipating Addendum
4. WEX 042016-5th Year Extension
5. WEX Contract
6. Wex Fuel Cards - PPT - 10.3

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO

VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler
(NAME PRINTED OR TYPED)

Executed on May 27, 2016

NJPA Contract # 042016-WEX

APPROVED
By AGannon at 11:07 am, May 27, 2016

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services

I. Advertisement of RFP

Point Value: 0

2.1 NJPA shall advertise this solicitation: 1) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 2) on NJPA's website; 3) in the hard copy print and online editions of the USA Today; and 4) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

II. Definitions

Point Value: 0

A. CONTRACT
Contract means this RFP, current pricing information, fully executed FormsC, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER
A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM
A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. Vendor

A Proposer whose response has been awarded a contract pursuant to this RFP.

III. Introduction

Point Value: 0

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA)is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 Subject to Approval of the NJPA Board: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their

own state law. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contr....

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10 National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the

awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circmstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards : Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be preferred. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES, **t his solicitation should be read to include, but not limited to:**

3.17.1.1 Fuel cards, payment processing, fleet data analytics, and telematics. Respondents must meet the basic offering of the fuel card requirement in order to be considered within the scope of this solicitation. Additional offerings, such payment processing and fuel management systems, will be considered value-added features that are within this RFP's scope, but only if they are a part of a primary fuel card offering.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 N/A

3.18 Overlap of Scope : When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive - Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility - NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-

Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven - Accepted - Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICESto NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the

contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period : In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICESindustry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications thatunduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model

equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members-within the scope of this RFP-and to propose solutions that arecommonly desired or required by law or industry standards. proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

IV. Instructions for Preparing your Proposal

Point Value: 0

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until the deadline for submission. RFP packages will be distributed to potential Vendors (or respondents?) during the inquiry period through RFP365.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request .

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 THIS RFP WILL BE SUBMITTED THROUGH RFP365.

4.9 This section has been deleted.

4.9.1This section has been deleted.

4.9.2 This section has been deleted.

4.9.3 This section has been deleted.

4.9.4 As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is submitted through RFP365 before the submission deadline.

4.12.1 Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through an addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 orto RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential

Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 This section has been deleted.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. The notice must be delivered by any reasonable means to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates . NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

V. Pricing

Point Value: 0

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated

with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., MicroSoft ® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the itemsare identifiedas "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by

an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged , and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also

request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.51 Delivered products must be properly packaged. Damaged products may be rejected.I If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

VI. Evaluation of Proposals

Point Value: 0

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered non-responsive,

6.5 All proposals must contain suitable responses to the questions in the proposal forms.The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as non-responsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened.

6.6.2 This section has been deleted.

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

6.6.4 This section has been deleted.

6.6.5 This section has been deleted.

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determining scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a non award if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet an substantial and articulated need of NJPA Members.

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction.Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award..

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two non-responsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite it's preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendorsmust provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope

of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials . Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP **.** Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified **.**

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, $1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of $1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form"basis.

6.23.1.1 CommercialGeneralLiability-OccurrenceForm

Policy shall include bodily injury,property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained here in are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an"A.M.Best"rating of not less than A-VII. NJPA does not

warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitatingthis Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for

generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and MinorityBusiness Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (i.e., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added Aatribute.

6.38 Technology: Technological advances that appreciablyimprove the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

VII. Post-Award Operating Issues

Point Value: 0

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX." (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the

requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract . This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports : Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such

requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and

a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately.. If NJPA allows the Vendor more time to remedy the breach, such forebearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the

termination.

VIII. General Terms and Conditions

Point Value: 0

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 This section has been deleted.

8.3 NJPA Compliance with Minnesota Procurement Law : NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from timt to time. So each NJPA Member must make its own determination whether NJPA's solicition process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in

the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 This section has been deleted.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the

following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 These sections have been deleted.

K. LICENSES

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

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such

invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

IX. Form A - Proposer Questionnaire

Point Value: 0

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

1. Proposer Name and Questionnaire Completed by:

Priority: 3. Response Type: Text.

2. Person NJPA should correspond with from now through Award process? (Name, Email Address)

Priority: 3. Response Type: Text.

3. Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Priority: 3. Response Type: Text.

4. Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the NAME OF SOLICITATION industry.

Priority: 3. Response Type: Text.

5. Provide a detailed description of the products and services that you are offering in your proposal.
Priority: 3. Response Type: Text.

6. What are your company's expectations in the event of an award?
Priority: 3. Response Type: Text.

7. 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.
Priority: 3. Response Type: Text.

8. Has your business ever petitioned for bankruptcy protection? Please explain in detail.
Priority: 3. Response Type: Text.

9. How is your organization best described? (Answer whichever question below, either (a) or (b), best applies to your organization)
Priority: 3. Response Type: Choose from a List. Organization Type. Comment? yes

10. (a) If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?
Priority: 3. Response Type: Text.

11. (b) If your company is best described as a manufacturer or service provider, please 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?
Priority: 3. Response Type: Text.

12. 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.
Priority: 3. Response Type: Text.

13. Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
Priority: 3. Response Type: Text.

14. Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.
Priority: 3. Response Type: Text.

15. Describe any relevant industry awards or recognition that your company has received in the past five years.
Priority: 3. Response Type: Text.

16. Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
Priority: 3. Response Type: Text.

17. Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
Priority: 3. Response Type: Text.

18. Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
Priority: 3. Response Type: Text.

19. List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
Priority: 3. Response Type: Text.

20. List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
Priority: 3. Response Type: Text.

21. Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas: a) Sales force b) Dealer network or other distribution methods c) Service force. Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.
Priority: 3. Response Type: Text.

22. Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
Priority: 3. Response Type: Text.

23. Identify any geographic areas of the United States or NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
Priority: 3. Response Type: Text.

24. Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.
Priority: 3. Response Type: Text.

25. If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
Priority: 3. Response Type: Text.

26. Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
Priority: 3. Response Type: Text.

27. Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
Priority: 3. Response Type: Text.

28. In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
Priority: 3. Response Type: Text.

29. Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.
Priority: 3. Response Type: Text.

30. Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
Priority: 3. Response Type: Text.

31. Describe any technological advances that your proposed products or services offer.
Priority: 3. Response Type: Text.

32. Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
Priority: 3. Response Type: Text.

33. Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
Priority: 3. Response Type: Text.

34. What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
Priority: 3. Response Type: Text.

35. Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.
Priority: 3. Response Type: Text.

X. Form B - Proposer Information

Point Value: 0

Proposer Information

1. Company Name, Address, City/State/Zip, Phone, Fax, Toll-Free, Email, Website

Priority: 3. Response Type: Text.

2. Authorized Signer for your organization: Name, Email, Phone (person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer)

Priority: 3. Response Type: Text.

3. Who prepared your RFP response: Name, Title, Email, Phone

Priority: 3. Response Type: Text.

4. Who is your company's primary contact for this proposal: Name, Title, Email, Phone

Priority: 3. Response Type: Text.

5. Other important contact information: Name, Title, Email, Phone

Priority: 3. Response Type: Text.

XI. Form C - Exceptions to Proposal, Terms, Conditions, and Solutions Request

Point Value: 0

Please fill out and upload completed Exceptions to Proposal, Terms, Conditions, and Solutions Request form.

Form C - Exceptions to Proposal, Terms, Conditions, and Solutions Request

1. Upload completed Form C

Priority: 3. Response Type: File Attachment. Comment? no

XII. Form D - Formal Offering of Proposal

Point Value: 0

Formal Offering of Proposal. To be completed and uploaded only by the Proposer.

Form D - Formal Offering of Proposal

1. Upload completed & signed Form D

Priority: 3. Response Type: File Attachment. Comment? no

XIII. Form F - Proposer Assurance of Compliance

Point Value: 0

Proposer Assurance of Compliance. Please fill out, sign, notarize and upload Proposal Affidavit Signature page

Form F - Proposer Assurance of Compliance

1. Upload signed and notarized Proposer's Affidavit
Priority: 3. Response Type: File Attachment. Comment? no

XIV. Form P - Proposer Questionnaire

Point Value: 0

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

1. Proposer Name and Questionnaire Completed By:
Priority: 3. Response Type: Text.

2. What are your payment terms (if other please explain)?
Priority: 3. Response Type: Choose from a List. Payment Terms. Comment? yes

3. Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
Priority: 3. Response Type: Text.

4. Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
Priority: 3. Response Type: Text.

5. Do you accept the P-card procurement and payment process?
Priority: 3. Response Type: Choose from a List. Yes/No/Not Applicable. Comment? yes

6. If "Yes" for P-card is there any additional cost to NJPA members for using this process?
Priority: 3. Response Type: Choose from a List. Yes/No/Not Applicable. Comment? yes

7. Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions below
Priority: 3. Response Type: Text.

8. Do your warranties cover all products, parts, and labor?
Priority: 3. Response Type: Choose from a List. Yes/No/Not Applicable. Comment? yes

9. Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Priority: 3. Response Type: Choose from a List. Yes/No/Not Applicable. Comment? yes

10. Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Priority: 3. Response Type: Text.

11. Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
Priority: 3. Response Type: Text.

12. Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Priority: 3. Response Type: Text.

13. What are your proposed exchange and return programs and policies?
Priority: 3. Response Type: Text.

14. Describe any service contract options for the items included in your proposal.
Priority: 3. Response Type: Text.

15. Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
Priority: 3. Response Type: Text.

16. Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
Priority: 3. Response Type: Text.

17. The pricing offered in this proposal is: a) the same as the Proposer typically offers to an individual municipality, university, or school district. b) the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. c) better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. d) other than what the Proposer typicall offers (please describe).
Priority: 3. Response Type: Text.

18. Describe any quantity or volume discounts or rebate programs that you offer.
Priority: 3. Response Type: Text.

19. Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
Priority: 3. Response Type: Text.

20. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
Priority: 3. Response Type: Text.

21. If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
Priority: 3. Response Type: Text.

22. Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery .
Priority: 3. Response Type: Text.

23. Describe any unique distribution and/or delivery methods or options offered in your proposal.
Priority: 3. Response Type: Text.

24. Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
Priority: 3. Response Type: Text.

25. Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.
Priority: 3. Response Type: Text.

26. Describe all payment options—including frequency and methods of payment—and whether you allow electronic payments.
Priority: 3. Response Type: Text.

27. Provide information on any value-added tools and solutions that you offer NJPA Members related to fleet management, such as telematics or data analytics.
Priority: 3. Response Type: Text.

28. Describe the controls at the transactional level that assist with mitigating fraud, waste, and abuse.
Priority: 3. Response Type: Text.

29. NJPA Members must operate in such a way as to, for example, maintain tax exempt-status, generate proper reporting, and eliminate fraud and abuse. Provide the percentage of Level 3 Data for fuel and maintenance transactions that you are able to meet with no site exclusions.
Priority: 3. Response Type: Text.

30. To ensure that Members receive the best data, describe your online management tools and reporting capabilities. Describe your ability to provide data validations on key data elements such as odometer readings, which help ensure the accuracy of data for vehicle analysis.
Priority: 3. Response Type: Text.

31. Describe your ability to provide files to interface with our Members' fleet-management systems.
Priority: 3. Response Type: Text.

32. NJPA Members may require vendors to interface with privately owned fueling facilities. Describe your ability to seamlessly interface data for private-site fuel locations.
Priority: 3. Response Type: Text.

33. Describe the unique advantages of any virtual payment tool (if offered) in comparison to other fleet-settlement services.
Priority: 3. Response Type: Text.

XV. Appendix A

Point Value: 0

NJPA The National Joint Powers Alliance ® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

XVI. Amended Form D

Point Value: 0

Amended Form D

Please find an Amended Form D. Please use this version as the previous version does not have the RFP

title or number listed. Thank you.

XVII. Pre-Proposal Conference

Point Value: 0

Log-in information for the Pre-Proposal Conference 4-6-16 at 10 AM CT
Date and Time:
Wednesday, April 6, 2016 10:00 am, Central Daylight Time (Chicago, GMT-05:00)
Wednesday, April 6, 2016 11:00 am, Eastern Daylight Time (New York, GMT-04:00)
Wednesday, April 6, 2016 9:00 am, Mountain Daylight Time (Denver, GMT-06:00)
Wednesday, April 6, 2016 8:00 am, Pacific Daylight Time (San Francisco, GMT-07:00)

Event number: 660 966 463
Event password: This event does not require a password.
Event address for attendees: https://njpa.webex.com/njpa/onstage/g.php?MTID=ef1...

Audio conference information

US TOLL: +1-415-655-0001
Global call-in numbers: https://njpa.webex.com/njpa/globalcallin.php?servi...
Access code: 660 966 463

XVIII. Addendum: Clarification on expected annual contract volume

Point Value: 0

Section 5.2 of this RFP, which relates to expected annual contract volume, was inadvertently left blank. This section in its entirety should read as follows:

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $72,400,000.**

1. Confirm below you have read this.

Priority: 3. Response Type: Text.

XIX. Pre-Proposal Slides

Point Value: 0

Pre-Proposal Slides

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK, FORMERLY WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ("WEX") AND SOURCEWELL, FORMERLY THE NATIONAL JOINT POWERS ALLIANCE ("NJPA") ("SOURCEWELL")

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Vendor Agreement #04216-WEX ("Agreement") entered into between Sourcewell (formerly the National Joint Powers Alliance ("NJPA") ("Sourcewell") and WEX Bank, formerly Wright Express Financial Services Corporation ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#
City of Oxnard	805-385-8280	805-3857907

Headquarters Name and Physical Address (Do not include PO Box)
300 West Third Street, Oxnard, CA 93030

Sourcewell (fka NJPA) Member ID Number	Applicant's Taxpayer ID # (TIN, FEIN or SSN)
25781	95-6000756

In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures	Avg Monthly Service Expenditures
	1903	Approx 450	$210,000	$NA

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

City of Oxnard

Billing Contact	Billing Address	City	State	Zip+4
Bill Birch	1060 Pacific Ave, Bldg #2	Oxnard	CA	93030

Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #
Bill Birch	Fleet Services Manager	805-385-8080	805-385-8053

Mailing Address (if different from billing address)	City	State	Zip+4
1060 Pacific Ave, Bldg #2	Oxnard	CA	93030

Email address (required to take advantage of product type card controls)
bill.birch@oxnard.org

☐ Check here if business is exempt from motor fuels tax

TERMS

1. This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
4. INFORMATION SHARING DISCLOSURE: Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
5. Compliance with Federal Law: Our bank complies with federal law which requires all financial institutions to obtain, verify, and record information that Identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
6. DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**
7. This Addendum shall become effective August 14, 2018.

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Complete and sign addendum. Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
			SOURCEWELL		04

DocuSign Envelope ID: 375B16CE-E1A3-41F5-9227-A45E5132CA0F

Letter of Agreement
To Extend the Contract

Between

WEX Bank
7090 South Union Park Center
Suite 350
Midvale, UT 84047

And

Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #042016-WEX) for the procurement of Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement/Processing Services. This Agreement has an expiration date of July 20, 2020, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on July 20, 2021. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

DocuSigned by:
By: Jeremy Schwartz _____, Its: **Director of Operations & Procurement/CPO**
C0FD2A139D06489...

Name printed or typed: **Jeremy Schwartz**

Date 6/10/2019 | 5:07 PM CDT

WEX Bank

By: _____, Its: President/CEO

Name printed or typed: Tim Laukka

Date 6/5/19

APPROVED
By Eleanor Duffus at 10:07 am, Jun 05, 2019

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: WEX Bank

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26/pg 24	Subcontractors	WEX cannot confirm that the insurance coverages of all its subcontractors meet the minimum requirements listed in the RFP for WEX. Depending on the type of work a subcontractor is doing, maintaining the same limits as WEX may not be appropriate.	See Clarification #1
7.1/pg 26	Purchase Orders	WEX does not utilize against Purchase Orders. As is done under the current agreement with NJPA, piggy back agreements or standalone agreements will be issued between WEX and any applicable NJPA Member.	NJPA Accepts
7.5/pg 27	Performance Bond	Performance Bonds are not typically and customarily required in our industry and as such we will not agree to provide any Performance Bonds.	NJPA Accepts
7.6/pg 28	NJPA Member Sign-up Procedure	WEX can facilitate potential members in establishing their membership with NJPA by directing the potential member to the NJPA website and/or providing NJPA contact information.	NJPA Accepts
7.8/pg 28	Audits	WEX would only allow NJPA to audit member information with proof that each member has granted NJPA permission to view its transaction/invoice data.	NJPA Accepts

Proposer's Signature: _____ **Date:** April 18, 2016

LEGAL
Initials
6/9/16
Date

NJPA's clarification on exceptions listed above:

NJPA Clarifications:
1. The subcontractors are subject to the minimum requirements as stated in 6.26. The limits may be changed based on the work if agreed upon between the Member and a specific subcontractor and/or Vendor at the PO level.

Contract Award
RFP 042016

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES

In compliance with the Request for Proposal (RFP) for FUEL CARD WITH RELATED VEHICLE FUEL MANAGEMENT, TRANSACTION, AND PAYMENT SETTLEMENT/ PROCESSING SERVICES the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: WEX Bank Date: April 13, 2016

Company Address: 7090 South Union Park Center, Suite 350

City: Midvale State: UT Zip: 84047

Contact Person: Denise Baumgart Title: Government Account Manager

Authorized Signature: Bernie Kavanagh, Contracting Agent
(Name printed or typed)

APPROVED AS TO FORM

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 042016-WEX

Proposer's full legal name: WEX Bank

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 20, 2016 and will expire on July 20, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 26, 2016

NJPA Contract # 042016-WEX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name WEX Bank

Authorized Signatory's Title President/CEO

VENDOR AUTHORIZED SIGNATURE

Kirk S. Weiler
(NAME PRINTED OR TYPED)

Executed on May 27, 2016

NJPA Contract # 042016-WEX

APPROVED
By AGannon at 11:07 am, May 27, 2016

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwiseagreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

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

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: WEX Bank

Address: 7090 South Union Park Center, Suite 350

City/State/Zip: Midvale, UT 84047

Telephone Number: 888-842-0075

E-mail Address: Denise Baumgart, Government Account Manager: denise.baumgart@wexinc.com

Authorized Signature: [signature]

Authorized Name (printed): Bernie Kavanagh

Title: Contracting Agent

Date: April 13, 2016

Notarized

APPROVED AS TO FORM

Subscribed and sworn to before me this 13th day of April, 2016

Notary Public in and for the County of Cumberland State of Maine

My commission expires: STEPHANIE E. WOOD NOTARY PUBLIC, MAINE MY COMMISSION EXPIRES 04/01/2021

Signature: Stephanie E. Wood

- Couch-Tard/Circle K (600 sites)
- Petroles Crevier (25 sites)
- XTR Energy/Gulf (153 sites)
- 7-Eleven (197 sites)
- EKO (125 sites)
- Wilsons Fuel (81 sites)
- Western Petroleum (76 sites)
- South West Fuels (60 sites)
- Centex Petroleum (50 sites)
- Hughes Petroleum (25 sites)

WEX has also entered into a definitive agreement to acquire Electronic Funds Source LLC (EFS). EFS provides customized corporate payment solutions for fleet and corporate customers with a focus on the large and mid-sized fleet segments. EFS has established a proprietary network of over 14,000 accepting locations in the U.S. and Canada for the over the road (OTR) fleet industry and services a diverse base of more than 17,000 customers.

Not Scored

1.

Company Name, Address, City/State/Zip, Phone, Fax, Toll-Free, Email, Website

This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX's contact information is as follows:

WEX Bank	**WEX Inc.**
7090 South Union Park Center, Ste 350	97 Darling Avenue
Midvale, Utah 84047	South Portland, Maine 04106
(888) 842-0075	(800) 761-7181

WEX's web site is www.wexinc.com.

For the purposes of this RFP, the primary contact via email is current NJPA Government Account Manager Denise Baumgart. Her email address is denise.baumgart@wexinc.com.

Not Scored

2.

Authorized Signer for your organization: Name, Email, Phone (person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer)
Bernie Kavanagh, Contracting Agent for WEX Bank
E: bernie.kavanagh@wexinc.com
P: 207-523-7377

Not Scored

3.

Who prepared your RFP response: Name, Title, Email, Phone
Denise Baumgart, Government Account Manager
E: Denise.Baumgart@wexinc.com
P: 913-393-3208

Not Scored

4.

Who is your company's primary contact for this proposal: Name, Title, Email, Phone
Denise Baumgart, Government Account Manager
E: Denise.Baumgart@wexinc.com
P: 913-393-3208

Not Scored

Other important contact information: Name, Title, Email, Phone
N/A.

Score 0

3.

Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
N/A for the WEX fleet card program. We do offer leasing and financing options for WEX Telematics solutions.

Not Scored

4.

Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this

information is captured by WEX and provided to NJPA quarterly in summary format.

Not Scored

5.

Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Not Applicable

10.

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

N/A

Not Scored

11.

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

N/A.

Not Scored

12.

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

N/A.

Not Scored

What are your proposed exchange and return programs and policies?

N/A.

Describe any service contract options for the items included in your proposal.

N/A.

15.

Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all non-state government NJPA members' Monthly Retail Transactions based on the table below (the "Rebate").

Rebate Table – Non-State Members

Monthly Spend	Basis Points (Rebate Percentage) to member
$0+	100 basis points (1.00%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45

days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)
Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Requires enrollment in WEX Direct Debit program.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly

Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. **WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).**

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or

credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars ($75.00), a minimum finance charge of seventy-five dollars ($75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars ($10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars ($10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request
General Research Fee	$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	$50.00 per occurrence
Over Credit Limit Fee	$5.00 per transaction or $100 flat fee per month[1]
Reactivation Fee	$50.00 per occurrence (max monthly fee of $50.00)
Truck Stop Fee	$3.00 per card swipe at a diesel pump[2]

Program Maintenance Charge	WAIVED
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

[1]*You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.*
[2]*Actual charges to be applied to your account will be disclosed on your billing statement.*

WEX FLEET CLEARVIEW PRICING
WEX Fleet ClearView is available to fleets for a per active card per month fee as follows:

1-999 cards: $0.80 per active card per month
1,000 to 9,999 cards: $0.60 per active card per month
10,000+ cards: $0.40 per active card per month

WEX PRIVATE SITE REBILLING
WEX Private Site Rebilling is available for a fee of $0.35 per transaction.

WEX VIRTUAL FINANCIAL INCENTIVES
Subject to the expressed conditions below, NJPA's member organizations may be entitled to a rebate (the "Rebate") based on total Annual Net Spend in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment. Please see the attached sample agreement.

Rebate Table

Annual Net Spend	Basis Points (Rebate Percentage) to member
$2,000,000 - $4,999,999	110 basis points (1.10%)
$5,000,000 - $14,999,999	115 basis points (1.15%)

$15,000,000 - $24,999,999	120 basis points (1.20%)
$25,000,000 - $49,999,999	130 basis points (1.30%)
$25,000,000+	135 basis points (1.35%)

Conditions

Member is eligible for the Rebate if it satisfies the following conditions:

(1) Member's Annual Net Spend must exceed **Two Million Dollars ($2,000,000)** in the Contract Year; and,

(2) Member's Average Transaction Size must equal or exceed **One Hundred Twenty Five Dollars ($125)**; and

(3) Member must not be in Default (as defined by Section 12.1) on the last day of the Contract Year.

(4) Issuer shall deduct from the Rebate any fraud or credit losses that we have suffered on Accounts whether or not such Accounts are individually or corporate billed.

(5) All transactions with Level 3 detail provided by the merchant will be accorded their full value when determining Annual Net Spend, however, when calculating the rebate all such transactions are accorded 60% of their face value. For example, a $10,000 transaction is treated as a $10,000 transaction in determining Annual Net Spend, but is treated as a $6,000 transaction when calculating the rebate.

(6) When calculating Rebates for purchases made in a country other than the U.S. via a US BIN, Issuer will use the full amount of the Transaction to determine Annual Net Spend but the applicable Rebate Percentage will be reduced by 50 basis points (0.50%) when paying the Rebate.

Calculation

The Rebate is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Rebate Percentage is determined by the Rebate Table above, adjusted in accordance with the DSO.

For each day that the DSO is in excess of the number of days in the billing cycle, divided by two, plus the

number of payment due days, the Rebate Percentage will be reduced by one half of a basis point (0.005%).

For each day that the DSO is less than the number of days in the billing cycle, divided by two, plus the number of payment due days, the Rebate Percentage will be increased by one half of a basis point (0.005%).

Payment

The Rebate will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX Virtual Fee Schedule

Monthly Account Fees	WAIVED
Overnight Shipping Fee 1	$25.00
Expedited Shipping Fee 2	$25.00
Cross Border Transaction Fee 3	0.90% of total Transaction value
Multi-Currency Conversion Fee 4	0.20% of total Transaction value
Copy Retrieval Fee	$5.00 per request
Returned Payment Fee (e.g. NSF/ACH)	$35.00 per incident

Fees or Charges for Additional Products or Features is Available Upon Request.

1-Overnight Shipping Fee: This fee applies for each card a Company requests from Issuer for overnight delivery (24 hours or less). If the request is made by Company to Issuer, then the Company will pay the overnight shipping fee imposed by Issuer.

2-Expedited Shipping Fee: This fee applies for each card shipment the Company requests from Issuer for expedited delivery. If the request is made by Company to Issuer, then the Company will pay the

Expedited Shipping Fee

3-Cross Border Fee: A cross border fee shall be applied to any Transaction when the country code of the merchant and the country code of the Account User are not the same.

4-Multi-Currency Conversion Fee: The payment platform provider multi-currency conversion fee shall be applied to any Transaction that is billed through the payment platform provider in a currency other than U.S. dollars. The payment platform provider will convert the Transaction to U.S. dollars (or the Account User billing currency) at the exchange rate determined by the payment platform provider (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.

WEX TELEMATICS PRICING

Please see the attached WEX Telematics Pricing and WEX Telematics Master Agreement.

Not Scored

16.

Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

N/A.

Not Scored

17.

The pricing offered in this proposal is: a) the same as the Proposer typically offers to an individual municipality, university, or school district. b) the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. c) better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. d) other than what the Proposer typicall offers (please describe).

B and C. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments

Not Scored

18.

Describe any quantity or volume discounts or rebate programs that you offer.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide NJPA members with rebates in accordance with the

below. It is possible to qualify for A, B, both A and B, or neither. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement. Please also see the attached current NJPA Agreement Addendum.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, paid one month in arrears, in the accordance with the below Rebate Table, off all State Government NJPA members' Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

WEX is pleased to offer the following rebate tiers for statewide contract adoption. These tiers would apply to statewide spend thresholds that aggregate the purchases by the state and local governments participating in the state's contract.

Monthly Spend	Basis Points (Rebate Percentage) to member
$0 - $1,499,999	130 basis points (1.30%)
$1,500,000 - $2,999,999	145 basis points (1.45%)
$3,000,000 - $4,499,999	150 basis points (1.50%)
$4,500,000 - $5,999,999	155 basis points (1.55%)

$6,000,000+	160 basis points (1.60%)

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 26 calendar days of the billing date appearing on your invoice; (3) credit approval; and (4) signing a three-year contract.

WEX will review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

B. Payment Timing Rebate:

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to NJPA members' accounts (the "Payment Timing Rebate").

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment in full within 10 calendar days of the billing date appearing on your invoice.	6 basis points (0.06%)

Monthly	Payment in full within 5 calendar days of the billing date appearing on your invoice.	8 basis points (0.08%)

*Enrollment in WEX's Direct Debit program required.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.

Calculation

We shall commence calculating the Rebate as of the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Cycle Swaps

Our billing and payment system provides for various billing cycle and payment timing options. In the event you desire to change billing cycles you must make a request to Fleet Receivables for a billing cycle change. Upon receipt of the request it will be a minimum of thirty (30) business days to change the billing cycle. In addition, any changes to billing cycles will not take effect until after the current cycle has closed. Cycle changes cannot be made mid-month or mid-week from monthly to weekly billing cycles and cycle changes cannot be made mid-week or mid-month from weekly to monthly billing cycles. Cycle changes can only be made once per calendar year for each billing entity.

Other Discounts

You agree that the only financial incentive to which you will be entitled for the use of accounts will be the Financial Incentives described in this Agreement. Specifically you hereby waive the right to receive the discounts provided within the WEX Electronic Fleet Payment System Authorization Agreement other than what is described herein.

Billing and Payment

Purchases are due and payable in full within 26 days of the date appearing on your invoice. **WEX will**

review any act or law as it pertains to payment timing for the NJPA and its members. Upon review of such act or law WEX will agree that extended time to remit payment will NOT adversely affect the volume rebate available to NJPA members unless such act or law permits payment to be made in excess of 50 days from the billing date appearing on the invoice (i.e. 45 days from the date of receipt).

Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 26 days of the billing date appearing on your invoice.

Upon payment default, finance charges will be assessed at a monthly percentage rate of 2.99%. The periodic rate will be prorated based on the company's billing cycle. Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through the payment due date and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars ($75.00), a minimum finance charge of seventy-five dollars ($75.00) will be assessed.

If a payment is not received by the payment due date and the balance due is less than ten dollars ($10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars ($10), a finance charge will be assessed on the new balance upon payment default.

WEX Universal Fleet Card Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request

General Research Fee	$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	$50.00 per occurrence
Over Credit Limit Fee	$5.00 per transaction or $100 flat fee per month[1]
Reactivation Fee	$50.00 per occurrence (max monthly fee of $50.00)
Truck Stop Fee	$3.00 per card swipe at a diesel pump[2]
Program Maintenance Charge	WAIVED
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

[1]You may choose to have a flat fee or a per transaction fee applied in the event that you exceed your credit line.
[2]Actual charges to be applied to your account will be disclosed on your billing statement.

All pricing, terms and conditions for ancillary products as described in response to Question 15 also apply to State Government customers.

Not Scored

19.

Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

N/A.

Not Scored

20.

Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

We have included our fee schedules in response to Question 15.

Not Scored

21.

If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Fleet cards are delivered via standard mail for no charge. The cost for expedited shipping depends on the option selected by the customer and is only charged if the customer does not use its own shipping account number.

Not Scored

22.

Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery .

WEX can ship cards to Alaska, Hawaii, Canada, or any U.S. territories.

Not Scored

23.

Describe any unique distribution and/or delivery methods or options offered in your proposal.

WEX offers standard shipping for new or replacement cards at no cost.

Not Scored

24.

Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc.

SSAE 16

The SSAE SOC 1 scope includes North America fleet payment processing (Millennium and Classic platforms only). Objectives include:

- A review of controls surrounding contract approval

- Customer set-up
- Tax exemption enrollment
- Card production
- Processing transactions
- Customer billing
- Various general computer controls surrounding change management, computer operations and information security

The SSAE SOC 1 audit is performed each year by an independent auditor. The audit period is the 10 months ending October 31.

Not Scored

25.

Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

The WEX Fleet Card can be used to purchase fuel and fleet related services and products for the retail price at our accepting locations. We will provide the NJPA with revenue share in accordance with the below, depending on the monthly spend by NJPA members. The pricing contained in this document supersedes that of the attached sample Business Charge Account Agreement.

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. Fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot) are excluded from the Monthly Gallon amount. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

A. Volume Revenue Share

Subject to the express conditions below, we will issue a monthly revenue share, paid one month in arrears, in the accordance with the below Rebate Table, based on all NJPA members' Monthly Retail Transactions and the tier established in the table below (the "Rebate").

NJPA Revenue Share – State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
$0 - $1,499,999	5 basis points (0.05%)
$1,500,000 - $2,999,999	5 basis points (0.05%)
$3,000,000 - $4,499,999	5 basis points (0.05%)
$4,500,000 - $5,999,999	5 basis points (0.05%)
$6,000,000+	5 basis points (0.05%)

NJPA Revenue Share – Non-State Members

Monthly Spend	Basis Points (Revenue Share Percentage) to NJPA
$0+	35 basis points (0.35%)

Calculation

We shall commence calculating the NJPA members' Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The NJPA Revenue Share will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Revenue share shall be paid to you monthly in arrears.

WEX VIRTUAL REVENUE SHARE

Subject to the express conditions below, NJPA may be entitled to Revenue Share (the "Revenue Share") based on total Annual Net Spend of NJPA members in accordance with the below Rebate Table. The Rebate is based on 30-day billing and 15-day payment.

Revenue Share Table

Annual Net Spend	Basis Points (Revenue Share Percentage) to NJPA
$2,000,000 - $4,999,999	10 basis points (0.10%)
$5,000,000 - $14,999,999	10 basis points (0.10%)
$15,000,000 - $24,999,999	10 basis points (0.10%)
$25,000,000 - $49,999,999	5 basis points (0.05%)
$25,000,000+	5 basis points (0.05%)

Calculation

The Revenue Share is calculated on the last day of the Contract Year utilizing the following steps:

The total Annual Net Spend of NJPA members is multiplied by the applicable Rebate Percentage to arrive at the Rebate. The Revenue Share Percentage is determined by the Revenue Share Table above.

Payment

The Revenue Share will be paid in the form of a check within forty-five (45) days of the end of the Contract Year.

WEX TELEMATICS PRICING

Please see the attached WEX Telematics Pricing.

Not Scored

26.

Describe all payment options—including frequency and methods of payment—and whether you allow electronic payments.

Billing cycles can be weekly or monthly, depending on credit approval.The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

Payment Options

Paper Check

You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice.

Online Payment

You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.

ACH

WEX supports customer initiated electronic payment through Automated Clearing House (ACH).

Direct Debit/EFT

The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.

One-time Authorization for Electronic Payment

If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.)

Payment terms subject to credit approval.

Not Scored

27.

Provide information on any value-added tools and solutions that you offer NJPA Members related to fleet management, such as telematics or data analytics.

In addition to the WEX fleet card program described throughout this response, we are offering ClearView data analytics and reporting; Telematics; Virtual Payment; and Private Site Rebilling.

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service

- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)
  - Speed violations
  - Idling
  - Landmark entry/exit
  - Odd-hours usage
  - Diagnostic trouble codes (optional)
  - Odometer-driven maintenance

Reports

- Begin/end of day
- Stop and drive time
- Engine operating performance data and statistics
- Fuel usage, MPG
- Fuel guard
- Safety violations
- Custom reporting options

PRIVATE SITE REPORTING

Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.

Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.

WEX VIRTUAL

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls
- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you can save on administrative costs.

Not Scored

Describe the controls at the transactional level that assist with mitigating fraud, waste, and abuse.

WEX understands that it's critical for fleets to minimize waste and fraud and stay within budget. That's why WEX offers a variety of tools that provide added purchase controls and purchase policy enforcement capabilities.

Please see the attached Levels of Control document.

RISK MITIGATION

In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of: a fleet management policy; controls; and alerts, along with a careful review of all reports including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

Primary Functions

- Review Transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

Red Flag Activity Indicators

- Date and Time of Purchase
- merchant Location
- Product Purchased
- Driver ID Number used to conduct sale

- Dollar Amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent situations, and working closely with fleets, merchants and appropriate authorities, to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently 11 people in WEX's fraud department who are focused on fleet card fraud. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

ACI/ReD PRISM

WEX utilizes ACI/ReD's enterprise fraud prevention service, PRISM, as a supporting tool to its in-house fraud initiatives ACI/ReD PRISM uses predictive analytics and neural modeling technologies to score the likelihood of a transaction being fraudulent. The combination of custom scoring and dynamic rules assists client companies in identifying likely fraudulent transactions before they occur, thereby reducing overall fraud losses.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEX*Online*®, fleet managers can set pre-determined limits on the amount of money their drivers can charge, the frequency with which their drivers can purchase fuel, the type of products and services that their drivers can purchase and the time of day or days when their drivers can make purchases. In addition, through WEX*Online*®, fleet managers can perform real-time modifications to any pre-determined limits or add or remove driver identification numbers in response to changes or to prevent theft.

They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. These types of reports couple well with your card controls to effectively manage your program by identifying potential fraud or abuse.

Driver ID

The WEX card cannot be electronically activated without entering a valid Driver Identification Number (DID), rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid DID is required by all users at the point of sale, providing security to the fleet customer.

Not Scored

29.

NJPA Members must operate in such a way as to, for example, maintain tax exempt-status, generate proper reporting, and eliminate fraud and abuse. Provide the percentage of Level 3 Data for fuel and maintenance transactions that you are able to meet with no site exclusions.

WEX requires all of its accepting merchants to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. Level III data is included in 99.8%* of all transactions made with a WEX card. That data is included in standard and custom reporting. Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout on their non-Level III locations, therefore decreasing the number of locations available to your drivers. This process forces your drivers to know which locations haven't been locked out due to insufficient data supply. Just 74% of MasterCard fueling locations are currently Level III capable.

Not Scored

30.

To ensure that Members receive the best data, describe your online management tools and reporting capabilities. Describe your ability to provide data validations on key data elements such as odometer readings, which help ensure the accuracy of data for vehicle analysis.

Please see the attached documentation describing WEXOnline and WEX's reporting capabilities.

WEX uses a patented process that analyzes the transaction history on each vehicle to evaluate Odometer Reasonableness and adds an Adjusted Odometer value to Bad Odometer entries. These adjusted odometer values are calculated from the vehicle's Projected Fuel Economy and gallons purchased. The adjusted odometer field is passed to our customers through WEXLink files and through our online applications. This is available to the customer after data has been accumulated to make the calculation statistically valid, or at least 12 valid data points for each vehicle where the calculation is being requested. A report on this data can be made available to the customer daily.

Not Scored

31.

Describe your ability to provide files to interface with our Members' fleet-management systems.

WEX frequently interfaces with fleet management systems such as Assetworks, Faster, and Chevin. Many fleet management programs already have a file interface written specifically for WEX. We also interface with enterprise systems such as SAP. There are many customers currently utilizing the NJPA WEX contract taking advantage of these seamless file interfaces. There is a state on the NJPA WEX card

program that utilizes automatic daily file feeds for their fleet management program. There is another State on the program that utizlizes a custom builling file to interface with their enterprise management system. WEX typically uses the WEXLink file interface program to accomplish these needs.
WEX*Link* is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEX*Link* files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs.
Not Scored
32.
NJPA Members may require vendors to interface with privately owned fueling facilities. Describe your ability to seamlessly interface data for private-site fuel locations.
There are customers currently utilizing the NJPA WEX card program taking advantage of the WEX private site solutions described below.

Private Site and Bulk Fuel Solutions

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. You can select one of two options.

Private Site Program

WEX's private site program allows you to use the WEX Fleet Card to activate pumps at your onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on your bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with your retail transactions while excluding onsite fuel transactions from your invoice.

Private Site Rebilling Program

The private site rebilling program combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at your onsite bulk tank.* You will receive a private site report that details all of your transactions -- both non-financial and rebilled. WEX will handle the reconciliation and settlement on your behalf and will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in your bank account via ACH 30 days after the transaction posts in the WEX system.

How It Works

- Fleet must have or install certified card readers (see certified equipment vendor list)
- Drivers who fuel at the site are prompted for Driver ID and Odometer reading
- Card reader provides fuel type, gallons, PPG, and total sale
- WEX integrates the information into your fleet's reports
- Depending on your set-up, certain fees may apply

The Benefits

- Consolidates tracking of onsite and retail fuel transactions into a comprehensive report.
- Minimizes time, effort, and cost of administering fuel usage.
- Purchase controls available through your WEX card monitor private site transactions for card abuse and misuse.

Easy Processing

- Driver swipes WEX fuel card at the onsite card reader.
- Card reader prompts driver for Driver ID and odometer reading on vehicle.
- Card reader dials out via network to WEX for authorization.
- WEX authorizes sale and pump activates.
- Driver fuels vehicle.
- Card reader sends final sale to WEX via network.
- WEX processes this information and posts the information in your fleet reporting.

Rebilling functionality is only available for certain types of programs. Please contact your WEX Sales Representative for more information.

Not Scored

33.

Describe the unique advantages of any virtual payment tool (if offered) in comparison to other fleet-settlement services.

Virtual payment systems are revolutionizing purchasing programs like direct deposit changed the landscape of payroll. Instead of using a plastic purchasing card and sending your card number repeatedly to dozens of vendors, a virtual payment system allows you to send a single-use card number for every transaction. WEX Virtual Payments provides accounts payable and purchasing tools that offer:

- Electronic card numbers (no plastic)
- Single-use, secure account numbers
- Real-time processing
- Transaction specific controls

- Enhanced reconciliation and reporting

You don't have a physical card in your hand, but you have purchasing power(and control. Plus, because it's electronic your reconciliation is much easier, your account is secure and you save on administrative costs.

Not Scored

Approve Purchase Order with WEX Bank for Fleet Fuel Cards Program

Public Works and Transportation Committee

October 22, 2019

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to establish a Purchase Order with WEX Bank in the not to exceed amount of $7,200,000 for a three year term for Fuel Cards.

Background

- Fleet Services provides maintenance and repair of the City's 953 vehicles and equipment fleet, valued at over $44 million.
- Fleet is responsible for maintenance of vehicles as well as oversight for fuel and fuel card program. Currently, the City purchases unleaded, diesel and Compressed Natural Gas (CNG).
- Unleaded and Diesel are purchased from Shell Corporation and CNG is purchased from Voyager at the SoCalGas-Oxnard Base location.
- All departments and divisions are currently using either Shell and/or Voyager fuel cards.

3

Background

The table below outlines diesel and unleaded fuel usage by Division.

Division	Fuel Purchased in FY 19	Percent
ER	$1,093,240.19	51.52%
Police	$ 571,458.25	26.93%
Parks	$ 132,586.53	6.25%
Water	$ 88,751.47	4.18%
Streets	$ 55,006.03	2.59%
City Corps	$ 48,716.68	2.30%
Other	$ 132,224.38	6.23%
Total	**$ 2,121,983.53**	**100%**

4

Discussion

- The Public Works Department and the Purchasing Division have been working toward implementing a new fuel card system to better serve the City Departments.
- The Wex Government Fleet Card Program allows for the purchase of Unleaded, Diesel and Compressed Natural Gas (CNG). Prior, the City was operating with two different vendors (Shell and Voyager) to meet its fuel needs.
- Converting to WEX fuel cards will increase operational efficiency and administrative burdens, and will allow for greater oversight of the program as a whole.

5

Discussion

- Wex Fleet Card is accepted at 95% of fueling stations nationwide. The following are some of the accepting fuel sites: Chevron, Circle K, Mobil, 76, Arco, Valero, Exxon, Seven Eleven, Shell, Sinclair and Texaco.
- The Wex Fleet Card will also be used to purchase CNG from SoCalGas-Oxnard Base.
- The City intends to piggyback on the Wex Government Fleet Card Program which has been competitively bid through Sourcewell, formerly NJPA

6

Discussion

- Participation is free, with no enrollment, set up or card fees.
- A major improvement that the Wex Fleet Card provides is the number of locations available to fuel, allowing staff to conveniently fuel vehicles and reducing unnecessary time and miles traveled.
- Supplemental to rebates and cost savings, the program offers better security and better accounting, something that staff believes to be an indirect cost of service (savings).
- The next slide outlines some high level aspects of the service agreement.

7

Discussion

- Cost Savings
  - Estimated rebates of approximately 1.3% annually based on volume, prompt payment and annual spend
  - Use electronic billing to reduce administrative costs
  - Reduce staff time spent on unnecessary fuel trips
- Better Security
  - Manage spending with purchase limits the City controls
  - Driver IDs are used at the pump to help prevent fraud and misuse
- Better Accounting
  - Track spending online and see fuel grade, cost per gallon, and sales tax for every purchase
  - Download monthly reports including exception reporting

8

Discussion

- Oversight of fuel transactions will be enhanced due to the web based client portal.
- The WEX Fleet Card offers a suite of control and alert tools that allows staff to know where, when, what, and how much is being spent.
- Features include a pump shut off feature, type and amount control limits, real time alerts, and a number of standard and custom reports.

9

Financial Impact

Funds are available in the Fleet Services Operational Fund (741-7501) and future year funding for fuel will be considered as part of the annual budget process. The following table shows the anticipated cumulative fiscal year breakdown for each funding source.

Account Number	FY 19/20	FY 20/21	FY 21/22	Total
741-7501-853.82-36 (Unleaded)	$960,000 (Budgeted)	$960,000 (Estimate)	$960,000 (Estimate)	$2,880,000
741-7501-853.82-37 (CNG)	$240,000 (Budgeted)	$240,000 (Estimate)	$240,000 (Estimate)	$720,000
741-7501-853.82-38 (Diesel)	$1,000,000 (Budgeted)	$1,300,000 (Estimate)	$1,300,000 (Estimate)	$3,600,000
TOTALS	$2,200,000	$2,500,000	$2,500,000	$7,200,000

10

Questions?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3.

DATE: October 22, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve the Third Amendment to Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7848 (Purchase Order 5794) with Hopkins Groundwater Consultants, Inc. ("HGC"), that:
1. Adds $500,000 for professional services for the final design and start-up of the City's Campus Park Aquifer Storage and Recovery (ASR) Well #1 project (Project); and
2. Increases the professional services contract agreement from $750,000 to $1,250,000; and,
3. Extends the expiration date to December 31, 2021.

BACKGROUND

In late 2015, the Public Works Department sent out a request for proposal (RFP) for hydrogeologic design, technical review, and consulting support services. The city has been using these types of professional support services for many years to assist the city in managing its water system groundwater supply. The RFP was distributed to twenty-two (22) regional hydrogeologic consulting firms, advertised in the local newspaper and posted on the City's website. Three firms responded. A panel of Public Works staff determined HGC to be the most qualified candidate having extensive knowledge of rules and regulations relevant to water resources in western Ventura County and relevant local and State regulatory agencies, such as Fox Canyon Groundwater Management Agency, the California Department of Water Resources (DWR) and the Regional Water Quality Control Board (RWQCB). City Council approved HGC's Agreement A-7848 on January 12, 2016 for $750,000 for a term to December 31, 2018.

On November 11, 2017 a First Amendment to the Agreement was executed that modified language pertaining to the reference to the rate sheet and counterpart legality. On December 5, 2018, a Second Amendment to the Agreement extended the term to December 31, 2019. In summary, the contract was changed from a three year $250,000 per year contract to a total $750,000 lump sum contract extended to the end of 2019.
During the term of this contract, HGC also supported City staff in the successful State Proposition 84 Integrated Regional Water Management (IRWM) 2014 Drought Grant application for a Groundwater Replenishment and Reuse Project (Grant) thru the County of Ventura to the DWR at the City's Campus Park facility).This project is also known as the Aquifer Storage and Recovery (ASR) project.) The City's funding grant share is $475,750 with the State's grant share at $1,109,250 for a total value of $1,585,000.

The Project will allow storage and recovery of Reclaimed Water produced from the City's Advanced Water Purification Facility (AWPF) and assist in the City's Groundwater Replenishment Reuse Project that is part of the City Groundwater Recovery Enhancement and Treatment (GREAT) Program. All site work is being coordinated with the City's Parks Division, Campus Park Master Plan.

Much of the construction to comply with the grant has been completed, namely the drilling of new well for groundwater recharge, and installation of a Recycled Water pipeline and appurtenances as well as the three (3) monitoring wells. As part of the current contract the preliminary design is being completed for the Grant required pump facilities for injecting the reclaimed water. Final design and construction of the facilities remains.

DISCUSSION

The Grant requires that City Reclaimed Water be injected into the groundwater basin be accomplished by September 1, 2020. This will allow for future recovery of added water from the groundwater basin essentially increasing the City's water supply. In order to complete plans and specifications for construction of the Project and meet the schedule requirement of the Grant, it is necessary to increase this professional services contract.

At this time, the Public Works Department is requesting to increase the contract amount by $500,000 for the total contract Agreement amount not to exceed $1,250,000. This increase will provide for Project final design, Project monitoring/reporting during for Project construction and continue ongoing hydrogeologic consulting support to City staff for another two years.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Staff has determined that to complete the ASR project Final Design and Design Services during Construction the Agreement value needs to be increased by $500,000 for a total Agreement value of $1,250,000. HGC has not exceeded the current contract spending limit. It is anticipated that $300,000 will be expended in Fiscal Year 2019/2020 and $100,000 in each fiscal year thereafter through the term of the contract (Fiscal Years 2020/2021 and 2021/2022). There is sufficient funding in the Fiscal Year 2019/2020 Budget in Capital Project 116505 (Great ASR Wells) Account No. 603-6551-821-8209. Funding for Fiscal Years 2020/2021 and 2021/2022 will be included in the respective budget of each fiscal year (Water Operating Fund, Account No. 601-6010-842-8209).

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Third Amendment to A-7848

2. Second Amendment to A-7848
3. First Amendment to A-7848
4. Executed Agreement No. A-7848
5. 2019-10-15 Committee PPT

Agreement No. A-7848

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the agreement for professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on January 12, 2016, by City and Consultant. The Agreement previously has been amended on November 11, 2017, by a First Amendment, and on December 5, 2018, by a Second Amendment.

City and Consultant agree as follows:

1. Section 12 (Term of Agreement) is replaced with the following:

   "This Agreement shall expire on December 31, 2021."

2. Section 14a. (Compensation) is amended as follows:

   The not to exceed amount of "$750,000," is deleted and replaced with, "$1,250,000."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

Michelle Ascencion, Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney (always required)

HOPKINS GROUNDWATER CONSULTANTS, INC.

Curtis Hopkins, President[2] Date

Cheryl Hopkins, Date
Vice President

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the agreement for professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this 5TH day of December 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on January 12, 2016, by City and Consultant. The Agreement previously has been amended on November 11, 2017.

City and Consultant agree as follows:

1. Section 12 is replaced with the following:

"This Agreement shall expire on December 31, 2019."

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

12.5.18
Date

☐ Tim Flynn, Mayor[1]
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

HOPKINS GROUNDWATER CONSULTANTS, INC.

11-28-18
Curtis Hopkins, President[2] Date

11-28-18
Cheryl Hopkins, Vice President Date

APPROVED AS TO FORM:

11/27/18
Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. A-7848

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Hopkins Groundwater Consultants, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on January 12, 2016, by City and Consultant.

City and Consultant agree as follows:

1. Section 14 (a) is deleted and replaced with the following:

"City agrees to pay Consultant in an amount not to exceed $750,000 at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein."

Exhibit B is not being changed from the Exhibit B attached to the Agreement.

2. Section 36 is deleted and replaced with the following:

"This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) Date

☐ Greg Nyhoff, City Manager (if agreement is $25,000.01-$250,000.00)

■ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) 11/6/17 Date

APPROVED AS TO CONTENT:

Omar Castro, Project Manager (required for any agreement amount) Date

Thien Ng, Interim Public Works Director (if agreement is $25,000.01 or more) Date

Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager (if agreement is $250,000.01 or more) Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) Date

HOPKINS GROUNDWATER CONSULTANTS, INC.

Curtis Hopkins, President/Secretary Date

Cheryl Hopkins, Vice President Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

Agreement No. A-7848

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 12th day of January, 2016, by and between the City of Oxnard, a municipal corporation (**"City"**), and Hopkins Groundwater Consultants, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain professional consulting services specified herein such as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

COUNCIL APPROVED
1/12/2016 I-3
DATE

5. Coordination of Services

The Services shall be coordinated with City Engineer (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement . City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Curtis J. Hopkins as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on January 12, 2016, and expire on December 31, 2018.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 per year for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors, except where such liability was caused by the sole negligence or sole willful misconduct of the Indemnified Party. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If the liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend set forth in paragraph 21(a) is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation that persons other than Consultant are also responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If liability was caused by the comparative negligence or willful misconduct

of the Indemnified Party, Consultant shall be entitled to reimbursement from the Indemnified Party for the costs of defense in proportion to the established comparative liability.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Hopkins Groundwater Consultants, Inc., P.O. Box 3596, Ventura, CA 93006-3596, Attention: Curtis J. Hopkins.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department – Utilities, 305 West Third Street, 3rd Floor East Wing, Oxnard, California 93030, Attention: City Engineer.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E. Interim Public Works Director

CONSULTANT

Curtis J. Hopkins, Principal Hydrogeologist
Hopkins Groundwater Consultants Inc.

APPROVED AS TO INSURANCE:

for

Joseph Lillio, Risk Manager

APPROVED AS TO AMOUNT:

for

Greg Nyhoff, City Manager

EXHIBIT A

SCOPE OF SERVICES

The City of Oxnard requires hydrogeological services to assist with a specific portion of its diverse municipal water supply system. The scope of work requested and detailed in tasks 1-9 below has two major components:

- Hydrogeological study and the design of recycled water aquifer storage and recovery (ASR) facilities to optimize the utilization of local groundwater resources. The scope of services includes hydrogeologist and engineering geologist services during planning, permitting, predesign, design, bidding, construction, and start-up of the groundwater supply and recycled water aquifer storage and recovery (ASR) facilities (Project). The individual scope of services items that comprise the Project will be authorized as necessary and at the discretion of the City.

- Technical review of water supply documents and professional consulting services to support ongoing groundwater resource planning efforts, planned development projects, and City capital improvements programs. The scope of services includes providing the necessary hydrogeological design, technical review, and hydrogeological consultation support services consistent with ongoing groundwater resource planning, development projects, and capital improvement programs. Professional hydrogeological services shall include the following scope of work. The scope of services is detailed below.

Task 1 - Project Management

The Consultant shall provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided for this project. These services shall include coordination and management of all work performed by Consultant and its sub-consultants. Throughout the project, the Consultant will provide Quality Assurance / Quality Control Measures by involving Consultant's team of professionals as appropriate for the work being conducted. Consultant (and as appropriate its sub-consultants) shall attend project meetings with City staff and regulating agencies as required for project performance and as requested by City staff.

Deliverables: monthly progress reports that are submitted with Project billing.

Task 2 - Preliminary Investigations

In preparation for each phase of the project, Consultant shall review and assess existing well performance and groundwater water quality data, reports, and record documents that are relative to the project and conduct all the necessary investigations and analyses required to identify and

mitigate project issues that could impact or be impacted by construction and operation of the completed groundwater development project. These services shall include:

1. Review of regulations and applicable codes for which the project must comply
2. Provide hydrogeological analyses to satisfy local and state agency permitting requirements
3. Provide hydrogeological analyses to support City CEQA compliance efforts
4. Conduct geotechnical investigation studies in support of design structures, pavement, and pipelines for the project

Deliverables: as they are required for the specific phase of work:

- Draft and final hydrogeological reports.
- Draft and final groundwater replenishment and reuse reports to complete the Title 22 Engineering reports necessary for indirect potable reuse projects.
- Groundwater models.
- Draft and final geotechnical report.
- Presentation materials for stakeholder meetings or technical workshops

Task 3 - Operational Support

Consultant shall provide operational support services to City staff as requested. Services are anticipated to include hydro-geologic evaluations, and groundwater production studies including, but not limited to the following tasks:

1. Develop groundwater production strategies to balance supplies and avoid penalties in response to Fox Canyon Groundwater Management Agency (FCGMA) reductions in groundwater allocations and Calleguas Municipal Water District (CMWD) reductions in imported water supply.
2. Work closely with Water Operations staff to monitor groundwater pumping and water quality variations on a regular basis and provide blending alternatives for City consideration to maintain a uniform water quality within its system.
3. Review well performance and production capacities to understand the limitations that can develop at each City blending station and determine courses of action to improve the reliability of the groundwater supply.
4. Provide direct observations and support for the aquifer storage and recovery program proposed as part of the City indirect potable reuse project at the Campus Park wellfield location including groundwater monitoring, sample collection and laboratory services, data analysis and reporting as necessary for RWQCB permit compliance.

5. Coordinate with staff and City's engineering consultants and provide hydrogeological insight on issues that will affect proposed Capital Improvement Projects.
6. Conduct assessments of undocumented wells to determine the appropriate response and the course of action required for well destruction.
7. Provide consultation on FCGMA and State Water Resources Control Board issues that may affect the City groundwater supply and/or the proposed ASR well operations for the City's indirect potable reuse (IPR) project.
8. Provide support for preparation of the 2015 Urban Water Management Plan, to be prepared by a City consultant, and other planning documents that consider groundwater supplies.
9. Provide support to address FCGMA issues such as; a) groundwater basin responses to the GREAT program delivery of water for agriculture use and pump back allocation for City supply, b) transfers of groundwater allocation during land development, c) conservation credit accounting and reuse, and d) pump back of injection credits accumulated from operation of the Campus Park ASR wellfield.
10. Conduct well performance testing and observations to aid City staff in well maintenance and prepare well rehabilitation options for consideration and final specifications for contractor performance.
11. Provide hydrogeological input to facilitate the development of master planning efforts performed by City consultants including; a) City Water System Master Plans, b) Recycled Water Master Plan, c) Water Supply Assessment, d) Water Supply Verification and Projection, and e) Injection and Storage of Imported Water.
12. Conduct ASR demonstration study by injecting purified recycled water and collecting groundwater levels and water quality data at the Campus Park wellfield in compliance with RWQCB waste discharge permit requirements.
13. Develop program and conduct groundwater tracer testing to satisfy conditions in state regulations governing Groundwater Replenishment Using Recycled Water (DPH-14-003E, dated June 18, 2014).

Task 4 – Permitting

Consultant shall assist the City with its permitting obligations by identifying, coordinating, preparing, submitting, and managing (as requested), all required permits for groundwater projects that are issued by agencies including, but not limited to:

1. Ventura County Watershed Protection District
2. County of Ventura
3. California Division of Drinking Water
4. California Regional Water Quality Control Board

5. Fox Canyon Groundwater Management Agency
6. Calleguas Municipal Water District
7. United Water Conservation District

Task 5 - Preliminary Design

As City Master Plan projects require groundwater development facilities, Consultant will prepare preliminary design reports for well facilities. Consultant will assess hydrogeological conditions that may affect the implementation of a project and consider both natural and regulatory restrictions that may affect project implementation. Based on our understanding of local hydrogeology and well performance criteria, Consultant will develop conceptual designs for preliminary wellfield layouts at proposed IPR sites and preliminary designs for ASR well construction. As part of these efforts, a cost estimate and implementation schedule will be developed and included in the preliminary design report.

For this work task, Consultant shall develop preliminary ASR well designs that are suitable for the site-specific aquifer conditions and the project constraints identified by the City. Well designs will be based on: a) the findings of the hydrogeological feasibility studies, b) the result of discussions with regulatory agencies and potentially affected parties, and c) the City's selection of well locations and target aquifer zones. Consultant work will be augmented by the sub-consultant services of Mr. David Pyne, with ASR Systems, LLC. Mr. Pyne will be utilized to provide peer review of the ASR well facility designs, discussions with City staff and its consultants about conveyance piping and well pump operational constraints (including down hole control valves), and professional experience with California regulations regarding aquifer storage and recovery of recycled water.

Task 6 - Design Development

After completion of Preliminary Design Report(s) and receipt of comments by City and regulatory agencies, Consultant will develop the final design for groundwater production and ASR wells in preparation for project plans and specifications. Subsequently, Consultant will identify logistical constraints that will be considered when compiling the project plans and specifications. Consultant will work directly with City staff to determine if certain accommodations could be provided by the City for the contractor, which would result in lower project costs (i.e., construction water, and area for cuttings storage and/or disposal, etc.). Based on the findings of this effort, Consultant will prepare the special provisions section of the project bid document package that will be required to solicit bids from qualified construction contractors. The special provisions section will include thorough specifications and requirements for the: a) drilling process to be used, b) drilling fluids properties to be maintained, c) the borehole geophysical logs required, d) the type of materials and installation methods to be used, e) the well development procedures to clean the well and gain well production, and f) the final testing of the well that will provide information necessary for design of the permanent pump capacity and setting.

Well construction specifications will provide a detailed description of the specific materials, methods, and procedures required to accomplish the following project components:

1. Mobilization/Demobilization
2. Sound Control and Public Safety
3. Conductor Casing Installation
4. Pilot Borehole Drilling
5. Geophysical Logging
6. Pilot Bore Reaming
7. Caliper Survey
8. Well Casing, Screen, Gravel Tube, and Sounding Tube Assemblages
9. Gravel Pack Envelope
10. Cement Sanitary Seal
11. Well Alignment Test
12. Standby Time
13. Mechanical and Chemical Development
14. Test Pump Installation and Removal
15. Hydraulic Well Development
16. Production Testing
17. Spinner Survey
18. Well Disinfection
19. Concrete Pad or Pedestal
20. Site Clean-up
21. A unit of payment for each project component will be identified and will be based on either an hourly rate, linear footage, lump sum, or other appropriate quantity cost. All well construction conditions will be in accordance with the requirements of the State of California and the County of Ventura.
22. Consultant will prepare an engineer's opinion of probable costs for well construction activities that is based on current construction costs, anticipated hydro-geologic conditions, actual well design, and permit conditions.
23. A 90 percent draft of the technical specifications document will be provided to the City for its review and comment. The draft will include a well location map and a preliminary well design drawing to supplement the written text. Upon receipt of City review comments, Consultant will finalize the project plans and specifications and deliver one (1) bound copy and an electronic copy (pdf file) to the City for incorporation into the final specifications document. The City will combine these

technical specifications sections with the City's standard construction project requirements to produce a final and complete project specifications document. Well construction designs and specifications shall follow established City standards.

Task 7 - Procurement Assistance

Upon completion of the Technical Specifications Section, Consultant will assist the City in preparing the procurement documents in the City's format to complete the project plans and specifications in preparation for release. During the bidding period Consultant will attend a pre-bid meeting with the contractors and City personnel to review the critical aspects of the technical specifications for well construction and answer questions about site conditions or specified materials, methods and procedures. Consultant will assist the City with preparation of any technical addendum that may be required during the bidding period to provide clarification of the work specified. Subsequently, Consultant will assist the City by reviewing the formal bids and determining the lowest responsive bidder's drilling qualifications.

Task 8 - Post Design Services

Preconstruction Meeting. Upon receipt of all required contract submittals, Consultant will participate with City staff in a preconstruction meeting where construction related details will be discussed specifically for identification and clarification of project-critical issues prior to commencement of work. Specific contacts will be identified for all the parties actively involved to facilitate communication that must be executed in a timely and succinct manner in order to avoid change order claims or project delays. Consultant will assist the City in review and acceptance of construction contractor submittals and drawings for technical compliance with the project plans and specifications. During this process Hopkins will also respond to contractor requests for technical information.

Construction Inspection and Documentation. During well drilling and construction, Consultant will monitor contractor activities and document compliance with the construction specifications. Consultant will provide around-the-clock (24-hour) inspection services during the drilling and well construction aspects of the project where this work schedule is required of the contractor and of the work that is critical to the ultimate performance of the well. Consultant will coordinate with City staff and the anticipated Contractor schedule to minimize unnecessary inspection time during mobilization and demobilization, pump installation and removal, site cleanup, etc. as a measure to control contract costs. Consultant will document its observations and conversations with Contractor personnel on daily field reports, which will provide a legal basis to protect the City and minimize its liability and risks. Consultant will review and approve technical submittals required from the Contractor for well construction.

Lithological Logging and Final Well Design. During the well drilling process Consultant' services will include lithological logging of the pilot borehole cuttings, inspection and interpretation of the geophysical electric log, collection of formation samples for conducting laboratory sieve analyses, and monitoring (and if necessary verification testing) of drilling fluid

parameters. After completion of the pilot borehole, the lithological log and geophysical surveys will be correlated to provide a basis for final well design recommendations. The final well design will take into consideration both the fluid quality and quantity of groundwater production that can be inferred from geophysical log interpretation. The final design will consider material types versus project costs, provide sufficient materials strengths, result in prudent screen entrance velocities and up hole velocities, and provide casing diameter/depth considerations.

Drilling Fluid Monitoring and Materials Inspection. During pilot borehole reaming activities the drilling fluid parameters will be monitored more closely by Consultant to prevent excessive formation damage that can be caused by drilling fluid invasion. Drilling fluid parameters are important to develop a stable borehole and minimize risk of collapse during the well construction process. After completion of the drilling process, Consultant will monitor well construction to verify that the materials and construction methods used during well installation are in accordance with those specified. Well screen slot openings will be callipered and wall thicknesses measured to verify quality assurance and control is provided on the more critical aspects of well design. Representative samples of the wells select gravel pack materials may be submitted to a laboratory for a grain-size analysis to assure conformance with the specified gradation that will promote low sand production and high well efficiency.

Well Development and Testing Observations. Upon completion of well construction activities, Consultant will observe active well development procedures to document development progress and effectiveness. Well development is anticipated to incorporate chemical, mechanical and hydraulic methods in combination to provide quick and reliable development of well screen intervals. During well development pumping and subsequent production testing, Consultant will instrument the pumping well with a pressure transducer and data logger (HERMIT) to obtain accurate water level readings. Water level data will be collected during the variable rate discharge (step) test, constant rate discharge test, and well recovery test periods. Prior to removal of the test pump equipment, the well screen interval will be logged with a spinner tool (if desired by the City). The spinner survey will provide an indication of the zone specific contribution to well production at the time of well construction. This information will be valuable in assessing well plugging that has occurred over time prior to performing future well rehabilitation procedures.

Final Inspections. Upon removal of the test pumping equipment and after bailing fill from the bottom of the well, Consultant will inspect the post completion well video, the plumbness and alignment survey, and well chlorination procedures.

Construction Change Order Processing. Consultant will assist the City with the review of drilling Contractor change orders that may be submitted over the course of the project. All change order requests will be reviewed and analyzed with regard to the provisions detailed in the technical plans and specifications. Review findings will be submitted to the City in the form of a recommendation for final approval or rejection.

Contractor Invoice Review and Approval. Consultant will review progress payment invoices from the drilling Contractor as they are received to ensure that they are accurate and that the amounts being invoiced are consistent with observations documented in Consultant's' daily field reports. Upon completion of our review, the Contractor requests for payment will be forwarded to the City. If there are invoice discrepancies, the items will be identified for City review to facilitate subsequent correction of the invoice amounts.

Task 9 - Project Closeout

Upon the completion of well construction and testing activities, Consultant will assist City staff with closeout of all project activities with the Contractor and deliver all project files to the City. Subsequently, Consultant will assemble a summary of operations report that will be complete with documentation of construction procedures, copies of well logs, and a drawing of "As-Built" well construction details. The well production testing data will be analyzed to estimate aquifer parameters and determine well performance characteristics for use in well interference analyses and to provide recommendations for a permanent pump design and depth setting. Three (3) bound copies and an electronic copy (pdf file) of the final report will be provided to the City for its use and future reference.

Project Fee Schedule

Labor Category

Expert Witness	$ 480
Principal Professional	$ 240
Associate Professional	$ 205
Senior Professional	$ 185
Project Professional	$ 165
Staff Professional	$ 135
Technician	$ 115
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	
Draftsman/Illustrator	$ 100
Word Processor	$ 85

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

Equipment Rental

	Daily Rate	Weekly Rate	Monthly Rate
MiniTROLL (data logger < 100 FT)	$100	$310	$ 925
HERMIT 3000 (data logger)	$125	$400	$1,200
Pressure Transducer (< 400 FT)	$ 65	$190	$ 575
Pressure Transducer (< 1,000 FT)	$ 95	$300	$ 900
Water Level Sounder	$ 40	$140	$ 420
Stream Flow Meter	$ 40	$140	$ 420
Grundfos RediFLo 2 Sample Pump	$150	$450	$1,350
Trash Pump (3-inch dia. discharge)	$ 65	$260	$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	$ 45	$140	$ 420
Horiba U-10 Water Quality Probe	$ 75	$260	$ 780
YSI 556MPS Water Quality Probe	$ 65	$220	$ 660
Rossum Sand Tester	$ 30	$ 75	$ 225
Mud Parameter Test Kit	$ 35	$140	$ 420
Drilling Fluid/Mud Press	$ 45	$180	$ 540
MFI/SDI Test Kit	$ 25	$ 75	$ 225
Truck Rental (3/4 ton)	$100	$600	$2,400
Field Computer	$ 50	------	-------
Digital Camera	$ 15	------	-------
GA-52Cx Magnetometer	$ 50	$140	-------
Field Handheld GPS Unit	$ 25	------	-------
Water Quality Bailer (2")	$ 45	------	-------
Tedlar Gas Sample Bags	$ 40	------	-------
Nitrate or Chloride Field Test Kits	$ 40	------	-------
Electric Generator (220/110 W) (8 hr/day)	$ 85	$200	$ 600
Electric Power Inverter (8 hr/day)	$ 25	$ 75	$ 180
Downhole Video Camera (hand operated)	$400	------	-------

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/o tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsemen now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activitie performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in a unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees o volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prio written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverag provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which thi endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority t bind the above-mentioned insurance company and by my signature hereon do so bin this company to this endorsement.

Signature _____
(original signature required)
Telephone: (___) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) Date Signed _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nikki Raunsbak, CISR, AINS
Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	PHONE (A/C, No, Ext): (805) 585-6172 FAX (A/C, No): (805) 585-6272 E-MAIL ADDRESS: nraunsbak@tolmanandwiker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Ins Co	24856 A+
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hopkins Groundwater Consultants, Inc.
P.O. Box 3596
Ventura CA 93006-3596

COVERAGES **CERTIFICATE NUMBER:** 15/16 GL/PROF/POLL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] $2,500 deductible GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			FEIECC17300-02	8/30/2015	8/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 50,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability			FEIECC17300-02	8/30/2015	8/30/2016	$5,000,000 Limit, $5,000 deduct	
A	Pollution Liability			FEIECC17300-02	8/30/2015	8/30/2016	$5,000,000 Limit, $2,500 deduct	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Gen Liab: Cert. Holder, its City Council, officers, employees, agents, and volunteers are Add'l. Insured as respects to operations of the Named Insured per attached #ECC-319-0712. This insurance is primary & non-contributory to any other insurance held by Additional Insured per attached #ECC-548-0712. Attached endorsements apply only when required by written during the policy term.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager - Reference #A-7848
300 West Third St Suite 302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

N Raunsbak, CISR, AIN

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ADMIRAL INSURANCE COMPANY

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number FEIECC17300-02 . This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

Hopkins Groundwater Consultants, Inc.

Automatic Primary and Non-Contributory Insurance Endorsement
Designated Work Or Project(s)

This endorsement, effective 8/30/2015 attaches to and forms a part of Policy Number FEIECC17300-02 This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of $Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

CERTIFICATE OF INSURANCE

This certifies that
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois NAIC 25151 A
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: HOPKINS GROUNDWATER CONSULTANTS, INC.

Address of policyholder: 2300 ALESSANDRO DR STE 210

Location of operations: VENTURA CA 93001

Description of operations:

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
90-S3-1845-1	Comprehensive Business Liability	12/01/14	12/01/15	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Underground Hazard Coverage ☐ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☒ UNOC CVG $1,000,000 ☐			Each Occurrence $ 1,000,000 General Aggregate $ 2,000,000 Products – Completed Operations Aggregate $
	EXCESS LIABILITY	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
90-XG-9717-2	☒ Umbrella ☐ Other	10/4/15	10/4/16	Each Occurrence $ 2,000,000 Aggregate $
90-BD-E566-5	Workers' Compensation and Employers Liability	01/01/15	01/01/16	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident $ 1000000 Disease - Each Employee $ 1000000 Disease - Policy Limit $ 1000000

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
099 3083-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
099 3082-A19-55	AUTO-11 NISSAN	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)
099 3081-A19-55	AUTO-01 FORD PU	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

City of Oxnard, its City Council, Officers, Employees and Volunteers
Agreement No. A-7848
300 West Third St, Ste 302
Oxnard, CA 93030

Signature of Authorized Representative

AGENT — 11/18/15

Title — Date

Agent's Code Stamp

AFO Code F428

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

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Policyholder: HOPKINS GROUNDWATER CONSULTANTS, INC.

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Location of operations: VENTURA CA 93001

Description of operations:

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90-XG-9717-2	EXCESS LIABILITY ☒ Umbrella ☐ Other	10/4/15	10/4/16	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ 2,000,000 Aggregate $
90-BD-E566-5	Workers' Compensation and Employers Liability	01/01/15	01/01/16	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident $ 1000000 Disease - Each Employee $ 1000000 Disease - Policy Limit $ 1000000

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099 3081-A19-55	AUTO-01 FORD PU	07/19/15	01/19/16	500/500/500 (2,500,000 w/umbrella)

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If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

ADDITIONAL INSURED:

City of Oxnard, its City Council, Officers, Employees and Volunteers
Agreement No. A-7848
300 West Third St, Ste 302
Oxnard, CA 93030

Signature of Authorized Representative

AGENT — 11/18/15

Title — Date

Agent's Code Stamp

AFO Code F428

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

CITY OF OXNARD, ITS CITY COUNCIL,
OFFICERS, EMPLOYEES AND VOLUNTEERS
ATTN RISK MANAGER
300 WEST THIRD ST STE 302
OXNARD CA 93030

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/15 Policy No. 90-BD-E566-5 Endorsement No.
Insured HOPKINS GROUNDWATER CONSULTANTS INC Premium $

Countersigned By _____

Copyright 1983 National Council on Compensation Insurance.

StateFarm STATE FARM®

900 Old River Road
Bakersfield CA 93311-9501

DATE OF NOTICE: DEC 22 2014
CODE:

34A

AT1 12 A

000383 0093

CITY OF OXNARD
IT'S CITY COUNCIL, OFFICERS,
EMPLOYEES AND VOLUNTEERS
ATTN: RISK MANAGER
300 W 3RD ST STE 302
OXNARD CA 93030-5729

NOTE: PLEASE NOTIFY STATE FARM AT THE ADDRESS LISTED AT THE TOP, LEFT CORNER OF THIS PAGE REGARDING ANY CHANGE OF ADDRESS INFORMATION.

0101-ST-0000

ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company 1263-FBD9A

NAMED INSURED:
HOPKINS GROUNDWATER
CONSULTANTS INC
172 EL CERRITO CIR
VENTURA CA 93004-1755

POLICY NO: 099 3082-A19-55H
YR/MAKE/MODEL: 2011 NISSAN PICKUP
VIN/CAMPER: 1N6AD0ER6BC400496
AGENT NAME: JOHN DERR
AGENT PHONE: (805)988-8895
ENDORSEMENT NO: 6028BU

COVERAGE:
BI AND PD LIABILITY
$500,000/$500,000/$500,000
$500 DED. COMP.
$500 DED. COLL.

POLICY EFFECTIVE
DEC 10 2014 UNTIL TERMINATED

POLICY MESSAGES: This policy shown above supersedes policy# 0993082-55G.
The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminatedUntil such notice is provided, it shall be presumed that the required renewal premiums have been paid.The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention.Failure to do so will render this policy null and void.

121000.8 (or1a08210) 06-06-2014

FRT

Approve the Third Amendment to Agreement No. A-7848

Oxnard Public Works and Transportation Committee

October 22, 2019

Recommendation

The Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute the Third Amendment to Agreement No. A-7848 with Hopkins Groundwater Consultants, Inc. ("HGC"), increasing the professional services contract agreement from $750,000 to $1,250,000 and extending the expiration date to December 31, 2021, regarding professional services for the final design and start-up of the city's Campus Park Aquifer Storage and Recovery (ASR) Well #1 project (Project).

Background

Aquifer Storage Recovery (ASR) Well

3

Background

In late 2015, the Public Works Department sent out a request for proposal (RFP) for hydrogeologic design, technical review, and consulting support services. The RFP was distributed to twenty-two (22) regional hydrogelogic consulting firms, advertised in the local newspaper and posted on the City's website.

- Three firms responded.
- A panel of Public Works staff determined HGC to be the most qualified candidate having extensive knowledge of rules and regulations relevant to water resources in western Ventura County and relevant local and State regulatory agencies, such as Fox Canyon Groundwater Management Agency, the California Department of Water Resources (DWR) and the Regional Water Quality Control Board (RWQCB).
- City Council approved HGC's Agreement A-7848 on January 12, 2016 for $750,000 for a term to December 31, 2018.

On November 11, 2017 a First Amendment to the Agreement was executed that modified language pertaining to the reference to the rate sheet and counterpart legality.

On December 5, 2018, a Second Amendment to the Agreement extended the term to December 31, 2019. In summary, the contract was changed from a three year $250,000 per year contract to a total $750,000 lump sum contract extended to the end of 2019.

4

Background

During the term of this contract HGC also supported City staff in the successful State Proposition 84 Integrated Regional Water Management (IRWM) 2014 Drought Grant application for a Groundwater Replenishment and Reuse Project (Grant) thru the County of Ventura to the DWR at the City's Campus Park facility.

- The City's funding grant share is $475,750 with the State's grant share at $1,109,250 for a total value of $1,585,000.
- The Project will allow storage and recovery of Reclaimed Water produced from the City's Advanced Water Purification Facility (AWPF) and assist in the City's Groundwater Replenishment Reuse Project that is part of the City Groundwater Recovery Enhancement and Treatment (GREAT) Program.
- All site work is being coordinated with the City's Parks Division, Campus Park Master Plan.

5

Background

Much of the construction to comply with the grant has been completed, namely the drilling of new well for groundwater recharge, and installation of a Recycled Water pipeline and appurtenances, as well as monitoring wells.

As part of the current contract the preliminary design is being completed for the grant required pump facilities for injecting the reclaimed water. Final design and construction of the facilities remains.

6

Discussion

The Grant requires that City Reclaimed Water be injected into the groundwater basin be accomplished by September 1, 2020. This will allow for future recovery of added water from the groundwater basin essentially increasing the City's water supply.

In order to complete plans and specifications for construction of the Project and meet the schedule requirement of the Grant, it is necessary to increase the professional services contract amount.

At this time, the Public Works Department is requesting to increase the contract amount by $500,000 for a new total contract Agreement amount not to exceed $1,250,000. This increase will provide for Project final design, Project monitoring/reporting during for Project construction and continue on-going hydrogeologic consulting support to City staff for another two years.

7

Financial Impact

Staff has determined that to complete the ASR Well Demonstration project Final Design and Design Services during Construction the Agreement value needs to be increased by $500,000 for a total Agreement value of $1,250,000. HGC has not exceeded the current contract spending limit.

There is sufficient funding in the Fiscal Year 2019/2020 Budget in the Water Operating Fund Professional Services Account No. 601-6010-842-8209 ($200,000) as well as Capital Project 116505 (Great ASR Wells) Account No. 603-6551-821-8209 ($300,000).

8

Questions?
CITY OF
OXNARD
CALIFORNIA