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
January 28, 2020
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 January 14, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Amending Enterprise Fleet Management Agreement and Restructuring of Fleet Services Division. (15/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a first amendment to contract A-8136 with Enterprise Fleet Management, Inc. (Enterprise):
1. To increase the current contract value from $675,000 by $1,825,000 for a new total of $2,500,000;
2. To extend the term through December 1, 2025;
3. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles

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)

into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;
4. Eliminate three (3) staff positions from Fleet Services Division; and
5. Authorize all City departments to utilize current vehicle replacement funds for leasing or future leasing.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Proposed Plans to Solicit Bids from Local Landfills. (10/5/10)

RECOMMENDATION: That the Public Works and Transportation Committee receive a presentation and provide input on the proposed plans to solicit bids from local landfills.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Purchase of New Sewer Cleaning Vehicle. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order (PO) with Municipal Maintenance Equipment for the purchase of a new VAC-CON sewer cleaning combination truck in the amount of $411,934.45.

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Award Agreement A-8204 to Kennedy Jenks Consultants Inc., for Construction Management Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW 17-42. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council award and authorize the Mayor to execute Agreement A-8204 in an amount of $733,120 with Kennedy Jenks Consultants Inc., for Constructability Review, Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42 (Project no. 106002).

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

SUBJECT: Approve AutoZone Parts, Inc. Agreement A-8149 for Fleet Services. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council:
1. Approve and authorize the Mayor to execute Agreement A-8149 with AutoZone Parts, Inc. (AutoZone) to provide off-site automotive parts, supplies and services required by the Fleet Services Division, for an amount not to exceed $4,600,000 and valid through November 30, 2024; and
2. Ratify the change order to the existing AutoZone Blanket Purchase Order 7155, for parts and supplies needed until Agreement A-8149 is approved by City Council.

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Award Trade Services Agreement A-8192 to PBC Commercial Cleaning Systems, Inc.

for Custodial Services for the Oxnard Transit Center (OTC). (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8192 with PBC Commercial Cleaning Systems, Inc., (CCS) for a term of three (3) years for a total contract value of $436,425 to provide custodial services at the Oxnard Transit Center located at 201 East Fourth Street.

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Award Agreement A-8201 to Toro Enterprises for the Cast Iron Pipe Replacement Project. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommends the City Council:
1. Award and authorize the Mayor to execute Agreement A-8201 in the amount of $4,643,679 for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project PW 19-94 with Toro Enterprises, Inc.;
2. Approve $464,368 for Project contingency and $325,058 for engineering, inspection, survey and project management for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project; and
3. Approve a budget appropriation of $3,939,827 from the Water Operating Fund (601) for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project Project Nos. 183108 and 153117, respectively.

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
January 14, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:00 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. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Todd Vasquez-Housely, Environmental Resources Division Manager; Tatiana Arnaout, City Engineer; Thien Ng, Assistant Public Works Director; Luis Ortega, Wastewater Management Analyst; Jan Hauser, Wastewater Division 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 December 10, 2019 regular meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Award Trade Services Agreement A-8129 to Quinn Company for Department-wide Maintenance of Generators and Heavy Equipment.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a three (3) year Trade Services Agreement A-8129 with Quinn Company for the maintenance of department generators and heavy equipment, for an amount not to exceed $610,083.33.

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

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

DRAFT

2. SUBJECT: Appropriate Funds for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102).
   RECOMMENDATION: That the Public Works & Transportation Committee recommend City Council approve a budget appropriation of $90,585 for the Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). This amount includes $20,475 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $70,110.

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

3. SUBJECT: Dokken Engineering 8792-19-PW Traffic Signal Modifications Project No. 183114.
   RECOMMENDATION: That the Public Works & Transportation Committee recommend the City Council:
   1. Approve a budget appropriation of $164,355 to Traffic Signal Modifications PW 19-98 (Project No. 183114). This amount includes $14,685 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $149,670; and
   2. Authorize the Mayor to execute Agreement No. 8792-19-PW in the amount of $224,833 with Dokken Engineering for the Traffic Signal Modifications project PW 19-98 (Project No. 183114).

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

4. SUBJECT: Appropriation of Funds for Wastewater Treatment Reliability Projects.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council authorize an appropriation from the Wastewater Treatment Operating Fund 621 in the amount of $451,680 to fund agreement A-7815 with AECOM Technical Services Inc. for engineering design services for projects at the Oxnard Wastewater Treatment Plant.

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

5. SUBJECT: Award Solicitation PW 20-32 to Summit Air Conditioning, A-8197 for On-Call HVAC Maintenance and Repair Services.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the City Manager to execute Agreement

DRAFT

No. A-8197 with Shawn Steinberg DBA Summit Air Conditioning in the amount not to exceed $200,000 for a three (3) year period for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services.

The Wastewater Management Analyst gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

6. SUBJECT: Award Professional Services Agreement A-8202 with Pavement Engineering Inc. for City's Pavement Management Systems Update.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Professional Services Agreement A-8202 with Pavement Engineering Inc. (PEI) for a three year term, in an amount not to exceed $353,275, for the Pavement Management Systems (PMS) Update.

The City Engineer gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member MacDonald requested a future item on railroad quiet zones and crossing improvements.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:42 a.m.

MICHELLE ASCENCION, CMC City Clerk	BERT E. PERELLO Chair

DRAFT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1.

DATE: January 28, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Amending Enterprise Fleet Management Agreement and Restructuring of Fleet Services Division. (15/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a first amendment to contract A-8136 with Enterprise Fleet Management, Inc. (Enterprise):
1. To increase the current contract value from $675,000 by $1,825,000 for a new total of $2,500,000;
2. To extend the term through December 1, 2025;
3. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;
4. Eliminate three (3) staff positions from Fleet Services Division; and
5. Authorize all City departments to utilize current vehicle replacement funds for leasing or future leasing.

BACKGROUND

Executive Summary: *Vehicles and equipment have historically been purchased and owned by the City of Oxnard (City). The City maintains 917 fleet vehicles and equipment for use by all City departments which include light, medium and heavy-duty vehicles. Because most of our Fleet is aging and the City doesn't have the adequate funding for vehicle replacement, staff is doing more maintenance, which is not cost effective. In some cases we have spent more staff time and City funds maintaining a vehicle than its original purchase price. To reduce costs and increase both efficiency and safety, staff researched leasing options and determined that the implementation of a leasing and maintenance program can reduce operating costs (maintenance, repairs, fuel and staffing).*

Currently, only the Police Department is leasing vehicles. Water, Wastewater, Fire and Environmental Resources have adequate funding to purchase vehicles this fiscal year, however, they have put off purchasing vehicles in order to take advantage of the benefits of leasing. The cost of an annual lease on a given vehicle can range from approximately $5,400 to $8,400. However, unique vehicles such as a Water Distribution Truck, for example, will likely cost more due to the specialized components and makeup of the vehicle. The anticipated savings from the monthly administrative fees can also be used to lease vehicles. Departments that currently have vehicle replacement funds can use these funds to lease vehicles if approved. Departments will be required to have enough funding to lease a vehicle for five years.

The expansion of the current leasing program will offer the City the ability to have more modern vehicles with newer technology and safety features. Furthermore, leasing vehicles will create uniformity and standardize the City's fleet. The City's current fleet of vehicles often operate well beyond their economical life span with 80% of vehicles being over ten (10) years old. Due to the low annual mileage, the City fleet operates vehicles 14.3 years on average, resulting in increased repair, maintenance and fuel costs. To reduce overall costs, staff has researched a lease and maintenance program with Enterprise and have found this to be a better approach that will reduce costs, increase efficiency and enhance the overall safety of the City's fleet. It is also a cost effective way to add more hybrids and/or electric vehicles to our fleet, in order to save on fuel and reduce the City's contribution to greenhouse gases.

An added benefit of using Enterprise in particular, is the opportunity to reduce our administrative costs for each City department. Currently, the administrative cost for a City vehicle is $97.01 per month. Enterprise can perform this function for $6.00 per vehicle per month. Annual savings in the administrative fee alone will be almost $410,000. This does not include savings in personnel costs or other efficiencies.

One cost savings that staff was unable to quantify without a lengthy analysis, is the loss of productivity when a vehicle goes to the City garage for an oil change. Vehicles can be in the shop for a full day or more, depending on the current workload. With Enterprise, the employee assigned to a vehicle would simply drive that vehicle to a shop that specializes in oil changes (a Jiffy Lube style shop), and be back on the job quickly. Finally, with the City garage, the City is paying for all of the overhead, including City benefits and many of the tools. When vehicles are sent to a private garage, the City is only paying for that portion of the overhead directly attributable to the time that one of our vehicles is being worked on. All the shops that will repair City vehicles will be located in the City of Oxnard, which will keep tax dollars local and provide our residents with jobs.

While there are many things that government should do, there are some things that the private sector can do more affordably and efficiently than government. In these instances, it is important that the City make the choice to be efficient and save taxpayer and ratepayer dollars by appropriately segregating work that is better performed by City employees from work that is better performed by the private sector.

Over the last eight (8) years, the Police Department has used the Enterprise lease program for unmarked vehicles, which allows the Department to lease vehicles with zero money down, provides reasonable monthly payments and the allows for the option to include maintenance. Due to budget constraints over the past several years, which included deferred vehicle purchasing, the Police Department continues to use Enterprise to replace aging vehicles with new, more efficient ones. The most recent contract with Enterprise is a three (3) year agreement (A-8136) which was approved by City Council in July 2019 (Agreement).

The original Agreement was sought under a "piggyback" request for proposals through Sourcewell, a public cooperative that combines the buying power of more than 50,000 government, education and nonprofit organizations. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use through its nationwide competitive solicitation efforts. Sourcewell released a request for proposals (#060618-EFM) on June 7, 2018, advertising a nationwide solicitation, including the states of California, Oregon, Utah, and Minnesota. Canada was also included. Sourcewell received six responses to its RFP, and Enterprise Fleet Management scored the highest. The contract is valid through July 24, 2022, however, Enterprise will be renewing this contract in 2020.

The City currently does not fund or have a comprehensive vehicle replacement program. In 2002, staff updated the City's Vehicle Purchasing Policy which was intended to guide the replacement of vehicles. Below is an outline of the criteria for determining if a vehicle is eligible for replacement.

1. **Safety** - The Fleet Services Manager's primary objective is to ensure the safety of employees using City vehicles. If the Fleet Services Manager deems it unsafe for employee use, it will be designated for replacement.

2. **Cost of Repair or Operation** - When it is determined by the Fleet Services Manager that it is no longer cost-effective to retain a particular vehicle, it will be designated for replacement.

3. **Department Requirements** - If the functions and operations of a department change, their transportation vehicle needs may change as well. If the type of vehicle assigned to a department no longer meets the department's operational requirements, the Fleet Services Manager will seek an alternative assignment for the vehicle. If no assignment is possible, the vehicle will be designated for replacement.

4. **Age and Mileage** - The following guidelines for age and mileage, as well as repair history and overall mechanical condition, will be used in considering the replacement of vehicles:

Vehicle Type	Mileage	Age of Vehicle in Years
Passenger Cars	120,000	15
Pickup Trucks or Vans	120,000	15
Light Duty Trucks	120,000	15
Police Cars	100,000	4

Although the City has a Vehicle Purchasing Policy (Exhibit A), funding has not been adequately identified through budget cycles over the years resulting in the inability to allow for the implementation of a legitimate replacement policy. As a result, purchasing vehicles outright requires a substantial cash outlay. Staff's analysis concludes that fully funding a maintenance program for existing vehicles, as well as supporting a structured and methodical vehicle replacement program, could be best achieved through leasing vehicles instead of purchasing them and outsourcing the maintenance. Staff will be updating the vehicle replacement policy during the first year of contract with Enterprise.

DISCUSSION

Fleet Services (Fleet) currently maintains and manages the City's 917 vehicle and equipment fleet, valued at over $42 million. This includes in-house preventative maintenance and comprehensive inspection, as well as performing light to heavy repairs. Fleet is also involved in the procurement process and disposition of City vehicles, including vehicle selection, specifications, outfitting and obtaining bids. Fleet staffs 28 Full-Time Equivalent (FTE) employees, 21 of whom are Mechanics.

Without a replacement program and adequate funding, the City fleet continues to age with most of the fleet vehicles approaching, or are well beyond their useful and/or economical lives. Some of these vehicles lack modern safety devices, have reduced fuel efficiency and cost more to maintain and operate with each passing year. As a result, there are many vehicles that need to be replaced to ensure the City's fleet remains safe and efficient, while mitigating increasing repair and maintenance costs.

In order to ensure that the City maintains a safe, reliable fleet while at the same time remaining fiscally prudent as new and replacement vehicles are acquired, staff has been working with Enterprise to determine the feasibility of the City entering into a vehicle leasing and maintenance program. Enterprise offers public agencies the opportunity to lease and manage fleet vehicles and take advantage of the processes and systems that Enterprise has put in place to efficiently manage over two million rental vehicles in a cost effective manner. Enterprise currently has contracts with the Cities of Pasadena, Westminster, Inglewood, Corona, Barstow, Palm Desert, Laguna Niguel, Dana Point, Downey, Murrieta, Azusa, San Marcos, and a number of other cities and school districts. Enterprise has earned the National Institute for Auto Service Excellence's Blue Seal of Excellence Award each year for twenty (20) consecutive years. Through their fifty (50) local offices and teams of over 350 sales professionals, Enterprise provides service to members across the United States.

MAINTENANCE

The lease cycle for most vehicles is typically 60 months. Utilizing Enterprise to establish a vehicle lease program will provide a consistent preventative maintenance cycle and reduce repair expenses, potential downtime and fuel costs. It is important to note that when certain vehicles are "down" for repair, the employees assigned to those vehicles are not able to perform their normal field duties. The cost of this inefficiency is difficult to quantify, but is likely significant.

The proposed lease for these vehicles will be an "Open Ended (Equity)" Lease, which means that at the end of the lease cycle the City will have the option to continue using the vehicle in the fleet or exchange the equity in the vehicle for a new replacement vehicle in a renewed lease (likely at a lower cost due to equity transfer). Enterprise will also provide a maintenance program for City owned vehicles for a low, fixed monthly fee of $6.00 per vehicle, which also includes 24-hour roadside assistance. (In 2019 the City spent approximately $10,000 either for towing or providing roadside assistance for vehicles that would be eligible for the Enterprise program). Maintenance is outsourced to local vendors and repairs are then billed back to the City based on work performed.

Enterprise has existing relationships with a network of preventative maintenance and repair facilities across the nation, including shops in Oxnard. Enterprise is committed to adding more local repair shops so that all of the money spent on maintenance will remain in Oxnard. These shops have access to proprietary software provided by Enterprise that will transfer maintenance invoices and repair estimates into the Enterprise Fleet Management Software that the City will use to manage the fleet. Staff will also have access to an Enterprise call center that is staffed with Automotive Service Excellence (ASE) certified mechanics who can review repair estimates to ensure the prices quoted for parts and labor are consistent with nationwide standards for repair costs.

The Enterprise Fleet Management Software will allow staff to view individual vehicle life cycle costs and maintenance records in one location and view critical data on dashboards that can be customized. The software has a companion application that staff can use to check out pool vehicles, record mileage, request location of local shops, schedule repairs and get roadside assistance.

LEASING

Enterprise offers a wide array of vehicle acquisition and leasing methods for vehicles under 25,000 pound Gross Vehicle Weight (GVW) which is the total weight of a vehicle including the driver, passenger and cargo placed in or secured on top of the vehicle. This typically consists of light to medium duty vehicles. It also has services for account management, vehicle maintenance and a option for telematics vehicle data. Telematics is a method of monitoring a vehicle via GPS with on-board diagnostics that can map exactly where a vehicle is and how fast it is traveling. Our research supports the conclusion that utilizing a vehicle leasing and maintenance program, as well as supporting a structured and methodical vehicle replacement program will best be achieved

through leasing light-duty fleet vehicles rather than purchasing these vehicles outright. The City currently has approximately 375 eligible vehicles that can be immediately enrolled in Enterprise's Maintenance Management Program (MMP). Of these vehicles, 256 are over 10 years old and 35 of these vehicles are over 20 years old. The table below details the number of vehicles put into service according to age:

Vehicle Age	Number of Vehicles
1 to 5 years	65
6 to 10 years	64
11 to 15 years	136
16 to 20 years	97
21 - 30 years	13
Average age of vehicle	14.33 years

Enterprise will cover all maintenance costs and expenses incurred in connection with the maintenance or repair of new leased vehicles during the term of the Agreement at minimal monthly cost, ranging from $75-$90 per vehicle depending on the type. The new leased vehicles enrolled in Enterprise's MMP include preventative maintenance and unscheduled maintenance, as well as maintenance related to towing, and includes two sets of brakes and four tires. Expenses such as fuel costs and cost of repair as a result of lack of maintenance by the City between scheduled services would not be covered as part of the agreement.

The 375 City-owned vehicles that are eligible to be transferred into the Enterprise's MMP will incur a monthly administrative fee for the program of $6.00 per vehicle, as opposed to the administrative fee of $97.01 per month that Fleet currently charges. Maintenance or repair costs will be invoiced to the City. Expenses, such as fuel costs, oil and fluid changes between designated (factory recommended) service intervals, tire repair and replacement, would not be covered as part of the proposed Agreement. All necessary leased vehicle service and repairs would be completed by one of the participating and authorized (by Enterprise) repair and service centers in the City of Oxnard. A complete list of shops can be seen in Exhibit B. Enterprise has committed to adding more shops in Oxnard when requested.

Amending the current Agreement will allow for the disposition of vehicles by Enterprise, with profits (equity) to return to the City or to be used as credit toward the leasing of a replacement vehicle. As funding becomes available, City staff will determine operational needs and consider leasing vehicles from Enterprise as appropriate. The lease option will allow Fleet to dispose of vehicles and procure vehicles at a more affordable monthly rate. The leasing of vehicles will result in substantial cost savings and fleet enhancements over purchasing. With regard to the City's fleet maintenance needs, it is proposed that the new leased vehicles be maintained through Enterprise's MMP.

Leased vehicles will be delivered to dealerships in the City of Oxnard so that the business and tax benefits will remain in the City.

Enterprise's open-end lease option will provide for a proactive replacement strategy, appropriate vehicle selection, an appropriate funding structure and assistance with annual budget planning. City staff will evaluate the program annually, taking into consideration factors such as level of service, cost, customer service, vehicle needs, maintenance time and other key aspects. Under Enterprise the following administrative, operational and financial benefits are included:

Administrative

● Enterprise will be title holder until term for vehicle management services
● Enterprise will retain secure title for easy resale

Enterprise will provide:
● Automatic license and registration servicing
● Toll and ticket management
● Access to maintenance website
● Local account team for day-to-day services

Operational

● Enterprise will coordinate logistics for moving vehicles in and out of service

Enterprise will provide:
● Aftermarket and decal services
● Safety recall management
● Access to fuel programs
● Telematics offerings (additional fee)
● Mobile application for drivers to access for all vehicle operation needs

Financial

● Enterprise will research best vehicle options and benefits from our negotiated buys for acquisition
● Equity from the sale of a vehicle can then be used as a credit toward future vehicles

Enterprise will provide:
● Vehicle incentive management
● Access to Enterprise re-marketing services for maximum resale
● ASE certified mechanics and techs to manage maintenance expense
● Gold certified claim handling for lower accident repair costs

Additional Benefits

● Leasing will optimize cash flow
● Allow the City to replace more vehicles with less upfront capital
● No mileage restrictions
● No abnormal wear and tear charges
● No early termination penalties
● The City will retain equity in vehicles
● There will be flexibility of term based on each vehicle's application of use and mileage patterns

<u>COST SAVINGS</u>
The City will be able to enroll approximately 375 owned vehicles into the Enterprise's MMP which includes a software package for $6.00, per vehicle per month. Fleet has a monthly administrative fee of $97.01 per vehicle or asset that is maintained in-house by City staff. This administrative fee is a standard rate for all assets,

regardless of type, use, maintenance needs or other aspects. For $6.00 per vehicle per month, the necessary maintenance will be tracked and serviced at local shops. The services provided by a local vendor will be billed back to the City through Enterprise based on the work performed. Below is a brief summary of a reduction in administrative fees for 375 City vehicles and enrolling into Enterprise's MMP at $6.00 per month, for the first twelve (12) months:

City's Current Practice	Enterprise
$97.01 x 375 vehicles = $36,378.75 per month	$6 x 375 vehicles = $2,250 per month
$36,378.75 x 12 months	$2,250 x 12 months
TOTAL COST $436,545	**TOTAL COST $27,000**

With the option of Enterprise's MMP, staff has determined it to be more cost effective and efficient to perform maintenance at local shops rather than in-house due to savings in administrative fees. Annual savings of $409,545 would benefit all departments. Of this savings amount, approximately $315,000 is from the General Fund.

As a result of transferring approximately 375 vehicles into Enterprise's MMP to complete required fleet maintenance activities that are currently conducted in-house, a reduction in Fleet staff is recommended resulting in cost savings to the general fund. The table below outlines the initial cost savings with a workforce reduction of one (1) Mechanic, one (1) vacant Senior Mechanic and one (1) vacant Supervisor.

Staffing	FTE's	12 Month Reduction
Mechanic I/II	1	$100,000
Vacant Sr. Mechanic	1	$110,000
Vacant Supervisor	1	$120,000
TOTAL		**$330,000**

Fiscal year 2019-2020 fleet staff was reduced by three (3) mechanics. The recommendation of reducing additional Fleet positions of one (1) mechanic, one (1) vacant Senior Mechanic and one (1) vacant Supervisor will have a total reduction of six (6) employees within the last eight (8) months. The remaining Mechanics will continue to provide services to Police, Fire, Environmental Resources, Water vehicles and other vehicles/equipment not enrolled into Enterprise's MMP.

Human Resources notified the union representative by phone on November 5, 2019, and sent a formal letter on November 6, 2019, regarding potential layoffs. Human Resources and the union representative met and conferred on November 12, 2019. An additional meeting was held on December 5, 2019, with Union Representative and Union Stewards to discuss the proposed reduction in positions. The affected Mechanic was notified of the recommendation for a reduction which could result in the potential for a layoff from his current

position. The employee has been provided information on seven (7) current employment opportunities within the City. Human Resources is currently coordinating interviews for four (4) positions that he expressed interest in working at. The City will finalize his placement into one of these positions prior to the effective date of the recommended cuts. Therefore, there will not be any new layoffs as a result of this proposal.

Enrolling vehicles into Enterprise's MMP, combined with the reduction in Fleet staff, will result in an approximate annual reduction of $739,545 in fleet charges across all funds, mostly in the general fund ($330,000 from reduced Fleet personnel costs + $409,545 from reduced administrative charges). As explained in the Financial Impact section below, a significant portion of the $330,000 in reduced Fleet personnel costs will be redirected to the private repair shops in Oxnard that Enterprise Fleet Management uses, because those repair shops will now be doing the service and maintenance work, instead of City staff.

Finally, this analysis does not include savings due to increased efficiencies which will result in staff having vehicles on the road a greater percentage of the time.

TRANSITION

The Public Works Department's Management and Fleet Division staff will work with all departments to ensure a smooth transition. Departments that have vehicles assigned to them will continue to get notified when maintenance is due on a vehicle and the multiple options on where to take the vehicle, as shown in Exhibit B. The following is what will be expected during the first year:

Months 1 & 2

Establish credit line
Review and customize customer website and billing codes
Welcome email to all users
Hold training webinars or in person driver roll out(s) to ensure drivers are familiar with the programs and mobile app

Months 3-11

Monitor utilization of the programs and set up additional training as needed
Discuss quality of partnership so far to ensure we are meeting expectations
Identify replacement plan
Re-visit replacement strategy for existing fleet

Month 12

Fleet analysis expense summary
Savings and efficiency opportunity exploration
Industry update
Next fiscal year's fleet plan and development

LONG-TERM STRATEGY

Over time, staff anticipates financial savings and a reduction in maintenance costs by utilizing the Enterprise lease approach rather than procuring vehicles outright and maintaining them all in-house. Due to budget constraints over the past several years, which would have included deferred vehicle purchasing, many City departments have not had funding available for vehicle purchases. In addition, the overall vehicle replacement strategy as noted previously has been absent and the approach to vehicle replacement has instead been reactive. The major factors leading to the recommendation to lease new vehicles and enroll existing vehicles to Enterprise's MMP include:

Cash Flow - lower upfront costs and reduces monthly expenses, no loan or debt.

Flexibility - ability to add and remove vehicles easily to meet needs as they change.

Reduced Maintenance Cost - newer vehicles will require less maintenance, reduction in in-house staffing, maintenance expenses and purchasing of parts with maintenance coverage of leased vehicles.

Management and Administrative Support - local representatives, client portal, maintenance alerts and reminders, annual license renewal, and expertise.

Modern Vehicles - ability to enhance existing fleet with modern vehicles with the latest safety equipment and technology.

The leasing and maintenance programs will be monitored by staff regularly to ensure on-going savings and efficiencies for Fleet and other departments. To date, the Police Department has been very satisfied with the products and services received through Enterprise.

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

Fleet's operations are budgeted and accounted for in an internal service fund, Fleet (Fund 741) which is one of seven (7) separate internal service funds that provide services to all departments of the City. Through the adopted budget for each fiscal year, all internal service funds charge the operating departments they serve an amount sufficient to fund their annual cost of operations, plus in some cases a reserve for contingencies or replacement. In recent years, funding has not been available for vehicle replacement nor is there a plan to implement a program.

Amending the Agreement (A-8136) with Enterprise will significantly reduce the monthly administrative fee and direct labor cost in Fund 741 Fleet Services. The reduction in the monthly administrative fee and reduction in direct labor costs are expected to be approximately $739,545 annually. Once the MMP program is in place, operating departments will be paying private repair shops, instead of City forces in the Fleet Services Fund, to fix and maintain their vehicles. Departments will also have the ability to lease vehicles pending on their available budget.

The exact amount of true savings to the overall City budget from enrolling 375 vehicles in the MMP program with Enterprise will not be known for at least a year. Staff expects that they will total several hundred thousand dollars annually -- because the combination of Enterprise Fleet Management's expertise and the substitution of

private repair shops for City labor will be less costly on a per-repair basis.

Finally, the cost of an annual lease on a given vehicle can range from approximately $5,400 to $8,400. However, unique vehicles such as a Water Distribution Truck, for example, will likely cost more due to the specialized components and makeup of the vehicle. The anticipated savings from the monthly administrative fees can also be used to lease vehicles. Departments that currently have vehicle replacement funds can use these funds to lease vehicles if approved. Departments will be required to have enough funding to lease a vehicle for five years.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. EXHIBIT A - City Vehicle Purchasing Policy
2. EXHIBIT B - Enterprise List of Maintenance & Repair Shops
3. Agreement A-8136 First Amendment
4. Enterprise Fleet Management Contract PPT Final

CITY OF Oxnard "The City That Cares" CALIFORNIA

RECEIVED
2002 MAR 19 PM 3:51
CITY OF OXNARD
DEVELOPMENT SERVICES

Cd
3-26-02

March 18, 2002

TO: Department Heads/Division Heads

FROM: Edmund F. Sotelo, City Manager

SUBJECT: *City Vehicle Purchasing Policy*

MEMO

Attached is our revised policy for the purchase of all vehicles. The significant revision is that all vehicles purchased, including all police and fire vehicles, require completion of the "Vehicle Purchasing Form" and signatures of the City Manager and the Fleet Manager. This policy continues to provide the following benefits to the City:

- A single Citywide procedure
- Establishment of vehicle guidelines (standards)
- Group purchasing potential
- Better timing of vehicle purchases
- More potential savings

This revised policy is effective immediately and should be followed when making your next vehicle purchase.

Attachment

cc: Paul Starr, Fleet Manager
Stan Kleinman, Finance and Management Services Director
Jenny Coggeshall, Buyer
Bruce Dandy, Accounting Manager

219F11.2.DOC

CITY OF OXNARD
VEHICLE PURCHASING PROCEDURES
GENERAL STEPS

General steps that must be followed in order to obtain a vehicle (excluding Police and Fire unmarked):

1. Department must justify with appropriate documentation that there is a need for the vehicle.

2. Department staff prepares Vehicle Purchasing Form. (Copy of 3-part form attached.)

3. Request forwarded to Equipment Manager.

4. Equipment Manager prepares specifications based on meeting City standards.

5. Department reviews and approves specifications.

6. Purchasing determines if funds are budgeted.

7. City Manager approves request.

8. Purchasing Services sends out bids to three or more vendors. Purchasing will utilize the best method (bid, piggybacking, group purchase) for acquiring the vehicle.

9. Bids received in Purchasing.

10. Bids reviewed by Purchasing, Equipment Manager and Department.

11. Lowest responsible bidder is awarded bid. Purchase order prepared. City Council approval required if over $250,000.

12. Equipment Manager will receive purchases to evaluate and inspect for compliance with specifications.

13. Prior to delivery to departments, Equipment Manager will install City logo and equipment number.

CITY OF OXNARD
VEHICLE PURCHASING PROCEDURES
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13. Prior to delivery to departments, Equipment Manager will install City logo and equipment number.

CITY OF OXNARD
VEHICLE PURCHASING GUIDELINES

The Equipment Manager will use the following major criteria as a basis for determining if vehicles qualify for replacement.

1. Safety—The Equipment Manager's primary objective is to ensure the safety of employees using City vehicles. If the Equipment Manager deems it unsafe for employee use, it will be designated for replacement.

2. Cost of Repair or Operation—When it is determined by the Equipment Manager that it is no longer cost-effective to retain a particular vehicle, it will be designated for replacement.

3. Department Requirements—If the functions and operations of a department change, their transportation vehicle needs may change as well. If the type of vehicle assigned to a department no longer meets the department's operational requirements, the Equipment Manager will seek an alternative assignment for the vehicle. If no assignment is possible, the vehicle will be designated for replacement.

4. Age and Mileage—The following guidelines for age and mileage, as well as repair history and overall mechanical condition, will be used in considering the replacement of transportation vehicles:

a. Passenger cars	120,000 miles or 15 years
b. Pickup trucks/vans	120,000 miles or 15 years
c. Light-duty trucks	120,000 miles or 15 years
d. Police cars	100,000 miles or 4 years

The Equipment Manager will ensure that all purchases meet City standards approved by the City Manager. This shall include:

No ordering luxury equipment packages.

Tinted windows (optional and will only be at the minimum amount of tint provided by manufacturer).

Electric Windows (optional)

Cruise control (based on need)

Standard cloth/vinyl interiors

AM/FM radio (cassette optional)

Engine selection based on Equipment Manager's recommendation

A/C (optional)

No Chrome Rims (standard rims required).

To ensure vehicles comply with the above guidelines, any add-on items or aftermarket items, e.g., rims, camper shells, bed liners, trailer hitches, light bars, etc., are to be approved and provided by the Equipment Manager.

CITY OF OXNARD CALIFORNIA

VEHICLE PURCHASING FORM

Division _____ Date _____

Contact Person _____ Extension _____

Check appropriate boxes:
New ☐ Used ☐
Replacement ☐ Additional ☐ Projected Cost $ _____

Equipment Description *Include Options* (A/C, engine size, extended cab, 4X4, radio, etc.)	**Qty**	**Account Number**

Attach letter of justification for each item.

Signatures of Approval: Date

Division Head _____ _____

Dept. Head _____ _____

Fleet Manager _____ _____

Finance Dept. _____ _____

City Manager _____ _____

After approval, forward to Procurement Services.

Comments:

_____

_____

White-Purchasing • Yellow-Finance • Pink-Department

1. OXNARD FIRESTONE
   321 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-483-2295

2. MEKANIKS PLUS CAR CARE CORNER
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   Telephone: 805-487-8559

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    Ventura, California 93003
    Telephone: 805-654-1355

17. ASSOCIATED TIRE
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    Telephone: 805-656-2049

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Telephone: 805-982-9073

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27. AAMCO
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    Oxnard, California 93030
    Telephone: 805983-8100

FIRST AMENDMENT TO VEHICLE LEASING AGREEMENT

This First Amendment ("First Amendment") to the vehicle leasing agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. ("EFM"). This First Amendment amends the Agreement entered into on July 1, 2019 by City and EFM.

City and EFM agree as follows:

1. Section 3 of the Agreement (Scope of Services) is hereby deleted and replaced with the following:

   "The scope and specific terms of the services to be provided by EFM to City are Detailed in the Master Equity Lease Agreement (Exhibit A), Maintenance and Fleet Rental Agreement (Exhibit A-1), List of Maintenance and Repair Facilities (Exhibit A-2), Indemnity Agreement (Exhibit B) and Self-Insurance Addendum Agreement (Exhibit C) of the same date, attached hereto and incorporated herein by reference."

2. In Section 4 of the Agreement (Term of the Agreement), the expiration date of "June 30, 2022," is hereby replaced with "December 1, 2025."

3. In Section 6 of the Agreement (Compensation), the amount "$675,000" is hereby replaced with "$2,500,000."

4. 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, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

_____

ENTERPRISE FLEET MANAGEMENT, INC.

_____ _____
Kevin Morrissey, Vice President Fleet Management[2] Date

_____ _____
Steve Usselmann, Sr. VP, Office of Finance Date

[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 (company directors, not lower-level managers); 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.

EXHIBIT A – 1

enterprise

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Company_____

8. FEES: EFM will charge the Company for the service under this Agreement $_____ per month per Card, plus a one time set-up fee of $_____.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

CITY OF OXNARD

_____ _____
Tim Flynn, Mayor Date
Alexander Nguyen, City Manager
Lisa Boerner, Purchasing Manager
_____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

_____

ENTERPRISE FLEET MANAGEMENT, INC.

_____ _____
Kevin Morrissey, Vice President Fleet Management Date

_____ _____
Steve Usselmann, Sr. VP, Office of Finance Date

Initials: EFM_____ Company_____

EXHIBIT A-2
LIST OF MAINTENANCE AND REPAIR FACILITIES

The following is a list of authorized maintenance and repair facilities agreed upon mutually by City and EFM. This list may be updated as needed during the duration of the Agreement.

1. OXNARD FIRESTONE
   321 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-483-2295

2. MEKANIKS PLUS CAR CARE CORNER
   632 Pacific Avenue
   Oxnard, California 93030
   Telephone: 805-487-8559

3. HIGH TECH AUTO REPAIR INC
   311 E. Wooly Road
   Oxnard, California 93030
   Telephone: 805-385-2469

4. JIFFY LUBE # 3098
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   Telephone: 805-486-5655

5. PEP BOYS
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   Telephone: 805-486-6387

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   Telephone: 805-983-2408

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    Telephone: 805-982-9073

19. PARKHOUSE TIRE
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    Telephone: 805-604-0461

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    Telephone: 805-988-2200

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Amending Enterprise Fleet Management Agreement No. 8136 and Restructuring of Fleet Services Division

Public Works and Transportation Committee
January 28, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. 8136 with Enterprise Fleet Management, Inc. (Enterprise):

1. To increase the current contract value from $675,000 by $1,825,000 for a new total of $2,500,000;
2. To extend the term through December 1, 2025;
3. Authorize Public Works Fleet Services Division to enroll approximately 375 city-owned vehicles into Enterprise's Maintenance Management Program and all new leased or City owned vehicles that qualify for the program;
4. Eliminate three (3) staff positions from Fleet Services Division;
5. Authorize City departments to utilize current vehicle replacement funds for leasing or future leasing.

EXECUTIVE SUMMARY

- Vehicles and equipment have historically been purchased and owned by the City of Oxnard (City).
- Most of our Fleet is aging and the City doesn't have adequate funding for vehicle replacement. Staff is doing more maintenance, which is not cost effective.
- In some cases we have spent more to maintain a vehicle than the City paid to purchase it.

EXECUTIVE SUMMARY

- A leasing and maintenance program can reduce operating costs (maintenance, repairs, fuel and staffing).
- The implementation of a leasing program will offer the City the ability to have more modern vehicles with newer technology and safety features.
- The Police Department currently leases some vehicles.

EXECUTIVE SUMMARY

- Water, Wastewater, Fire and Environmental Resources have adequate funding to lease vehicles and will begin to lease with this contract, providing savings to rate payers.
- The City's in-house administrative fee is $97.01 per month per vehicle.
- Enterprise will perform this function for $6.00 per vehicle per month. Annual savings in the administrative fee alone will be approximately $410,000.

EXECUTIVE SUMMARY

- Loss of productivity when a vehicle is at the City garage is difficult to quantify but could be significant.
- Vehicles needing an oil change can be in the shop for a full day or more, depending on the current workload.
- With Enterprise, the employees assigned to a vehicle have the option to utilize a variety of shops such as a Jiffy Lube style shop and be back on the job quickly.

EXECUTIVE SUMMARY

- The City is currently paying for all overhead.
- Utilizing a private garage, the City only pays for the overhead attributable to the vehicle being worked on.
- All the shops will be located in the City, which will keep tax dollars local and provide our residents with jobs.
- There are some things that the private sector can do more affordably and efficiently than government.

BACKGROUND

- Due to budget constraints over the past several years, including deferred vehicle purchasing, the Police Department continues to use Enterprise to replace aging vehicles with new, more efficient ones.
- The most recent contract with Enterprise is a three (3) year agreement (A-8136) which was approved by City Council in July 2019 (Agreement).

BACKGROUND

- The original Agreement was entered under a "piggyback" request for proposals through Sourcewell.
- Sourcewell released a request for proposals (#060618-EFM) on June 7, 2018, advertising a nationwide solicitation, including the states of California, Oregon, Utah, and Minnesota.
- The contract is valid through July 24, 2022. Enterprise will be renewing this contract in 2020.

BACKGROUND

- 80% of the City's fleet is over 10 years old.
- The City fleet typically operates vehicles for 14.33 years, resulting in increased repair, maintenance and fuel costs.
- A lease and maintenance program with Enterprise is a better approach that will reduce costs, increase efficiency and enhance the overall safety of the City's fleet.

DISCUSSION

The table below details the number of vehicles put into service according to age:

Vehicle Age	Number of Vehicles
1 to 5 years	65
6 to 10 years	64
11 to 15 years	136
16 to 20 years	97
21 to 30 years	13
Average age of vehicles	14.33 years

DISCUSSION

- Without a replacement program and adequate funding, the City fleet continues to age beyond its useful and cost effective life.
- Some of these vehicles lack modern safety devices, have reduced fuel efficiency and cost more to maintain and operate with each passing year.
- Many vehicles need to be replaced to ensure the City's fleet remains safe and efficient, while mitigating increasing repair and maintenance costs.

BACKGROUND

- Leasing is a cost effective way to add more hybrids and/or electric vehicles to save on fuel and reduce the City's carbon footprint.
- The City currently does not fund a comprehensive vehicle replacement program.

DISCUSSION

- Fleet Services (Fleet) currently maintains and manages the City's 917 vehicle and equipment fleet, valued at over $42 million.
- Includes in-house preventative maintenance and comprehensive inspection, as well as performing light to heavy repairs.
- Fleet is also involved in the procurement process and disposition of City vehicles.
- Fleet staffs 28 Full-Time Equivalent (FTE) employees, 21 of whom are Mechanics.

DISCUSSION

Maintenance

- Lease cycle for most vehicles is typically 60 months. At the end of the lease cycle, the City will have the option to keep using the vehicle or exchange the equity for a new replacement vehicle.
- Enterprise will administer a maintenance program for City-owned vehicles for a fixed monthly fee of $6.00 per vehicle, which also includes 24-hour roadside assistance.
- Maintenance will be outsourced to local vendors and repairs will be invoiced to the City based on work performed.

DISCUSSION

- Enterprise has a network of repair facilities across the nation, including shops in Oxnard.
- Enterprise is committed to adding more local repair shops so that all of the money spent on maintenance will remain in Oxnard.
- Newly leased vehicles will be delivered to dealerships in Oxnard in order to support local business and retain tax benefits.

DISCUSSION

- The Enterprise call center is staffed with Automotive Service Excellence (ASE) certified mechanics who will review repair estimates to ensure that repair quotes are consistent with nationwide standards for repair costs.
- Enterprise Fleet Management Software will allow staff to view individual vehicle lifecycle costs and maintenance records in one location and view critical data in customizable dashboards.
- The software has a companion application that staff can use to check out pool vehicles, record mileage, request location of local shops, schedule repairs and get roadside assistance.

DISCUSSION

Leasing

- Enterprise offers a wide array of vehicle acquisition and leasing methods for vehicles under 25,000 pound Gross Vehicle Weight (GVW), which are light to medium duty vehicles.
- Approximately 375 vehicles are eligible and can be immediately enrolled in Enterprise's Maintenance Management Program (MMP).
- Includes services for account management, vehicle maintenance and the option of telematics vehicle data.

DISCUSSION

- For newly leased vehicles, Enterprise will cover all maintenance costs and expenses at a monthly rate of $75-$90 depending on the vehicle.
- The newly leased vehicles enrolled in Enterprise's MMP include preventative maintenance and unscheduled maintenance, as well as towing, two sets of brakes and four tires.
- Staff will continue to evaluate and enroll vehicles that qualify during this contract.

DISCUSSION

- Enterprise will auction off old vehicles with any proceeds either returning to the City or used as credit toward the leasing of a replacement vehicle.
- The leasing of vehicles will result in cost savings and fleet enhancements over purchasing vehicles.

DISCUSSION

- The open-end lease option will allow for a proactive replacement plan, simplify funding structure and assist with annual budget planning.
- Staff will evaluate the program annually to assess level of service, cost, customer service, vehicle needs and maintenance turnaround time.

DISCUSSION

Administrative Benefits

- Enterprise will be title holder until term for vehicle management services and resale

Enterprise will provide:

- Automatic license and registration servicing
- Toll and ticket management
- Access to maintenance website
- Local account team for day-to-day services

DISCUSSION

Operational Benefits

- Enterprise will coordinate logistics for moving vehicles in and out of service

Enterprise will provide:

- Aftermarket and decal services
- Safety recall management
- Access to fuel programs
- Telematics offerings (additional fee)
- Mobile application for drivers to access for all vehicle operation needs

DISCUSSION

Financial Benefits

- Enterprise will research best vehicle options and prices
- Equity from the sale of a vehicle can be used towards future vehicles

Enterprise will provide:

- Vehicle incentive management
- Access to Enterprise remarketing services for max resale
- ASE certified techs to manage maintenance expense
- Gold certified claim handling for lower accident repair costs
- Proceeds from the sale of a given vehicle can be used as a credit toward future vehicles

DISCUSSION

Additional Benefits

- Leasing will optimize cash flow
- Allow City to replace more vehicles with less upfront capital
- No mileage restrictions
- No abnormal wear and tear charges
- No early termination penalties
- The City will retain equity in vehicles
- There will be flexibility of term based on each vehicles application of use and mileage patterns

DISCUSSION

- The annual savings with Enterprise's MMP would be approximately $410,000 benefiting all departments with vehicles.
- A savings of $315,000 is estimated to be general fund savings.

DISCUSSION

- As a result of transferring approximately 375 vehicles into Enterprise's MMP, a reduction in Fleet positions is recommended resulting in cost savings to the general fund.
- There will be no new layoffs this fiscal year as a result of this proposal.
- The impacted Mechanic I has been offered a choice of multiple positions he is qualified to transfer into for placement prior to the effective date of the recommended cuts.

DISCUSSION

- The table below outlines the initial cost savings with a position reduction of one (1) Mechanic, one (1) vacant Senior Mechanic and one (1) vacant Supervisor.

Staffing	FTE's	12 Month Reduction
Mechanic I/II	1	$100,000
Vacant Sr. Mechanic	1	$110,000
Vacant Supervisor	1	$120,000
TOTAL		**$330,000**

DISCUSSION

- Enrolling vehicles into Enterprise's MMP and reduction in Fleet positions, results in an approximate annual savings of $739,545 ($330,000 direct labor + $409,545 administrative fee).
- The remaining Mechanics will continue to provide services to Police, Fire, Environmental Resources, and other vehicles/equipment not enrolled into the MMP.

DISCUSSION

Human Resources notified the union as follows:

- By phone on November 5, 2019
- Sent a formal letter on November 6, 2019
- Conducted a meet and confer on November 12, 2019
- Held an additional meeting on December 5, 2019, with union representative and shop steward to discuss the proposed reduction

DISCUSSION

- The one (1) Mechanic whose position will be eliminated was notified on December 6, 2019, of the potential layoff.
- The employee was provided with the opportunity to fill one of seven (7) current employment opportunities within the City.
- Again, there will be no new layoffs this fiscal year as a result of this proposal. The impacted Mechanic I has been offered a choice of multiple positions he is qualified for.

DISCUSSION

Transition

- Public Works Department's Management and Fleet Division staff will work with all departments to ensure a smooth transition.
- The following is what will be expected during the first year:

Months 1 & 2

- Establish credit line
- Review and customize customer website and billing codes
- Hold training webinars or in person driver roll out(s) to ensure familiarity with programs and mobile app

DISCUSSION

Months 3-11

Monitor utilization of the programs and set up additional trainings as needed

- Discuss partnership quality to ensure we are meeting expectations
- Identify replacement plan
- Re-visit replacement strategy for existing fleet

Month 12

Fleet analysis expense summary

- Savings and efficiency opportunity exploration
- Industry update
- Next fiscal year's fleet plan and development

DISCUSSION

Benefits of leasing and enrolling vehicles to Enterprise's MMP include:

- **Optimize Cash Flow**
  - Lower upfront costs
  - Reduce monthly expenses
  - No loan or debt
- **Flexibility**
  - Ability to add and remove vehicles easily to meet changing needs
- **Reduced Maintenance Cost**
  - Newer vehicles require less maintenance
  - Savings through reduction in staffing

FINANCIAL IMPACT

- The combined annual savings of the monthly administrative fee and reduction in direct labor are expected to be approximately $739,545 ($409,545 administrative fee and $330,000 in direct labor).
- Approximately $315,000 is general fund savings.
- Indirect savings will be determined after a full year of participating in the leasing and maintenance programs.

FINANCIAL IMPACT

- Unique vehicles such as a Water Distribution Truck, for example, will likely cost more due to the specialized components and makeup of the vehicle.
- Departments that currently have vehicle replacement funds can use these funds to lease vehicles if approved.
- Departments will be required to have enough funding to lease a vehicle for five (5) years.

QUESTIONS
ANSWERS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2.

DATE: January 28, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Proposed Plans to Solicit Bids from Local Landfills. (10/5/10)

RECOMMENDATION

That the Public Works and Transportation Committee receive a presentation and provide input on the proposed plans to solicit bids from local landfills.

BACKGROUND

The Environmental Resources (ER) Division is responsible for collection, processing and transfer of residential, commercial and industrial solid waste, recyclables and organic/greenwaste within the City boundaries. The ER Division also operates the City's Del Norte Regional Recycling and Transfer Station (Del Norte) which is a material recovery facility (MRF). The Del Norte facility is permitted to accept 2,779 total tons per day of solid waste, recyclables and organic/greenwaste material. Currently, the Del Norte facility receives, processes and transfers an average of 1,100 tons per day of solid waste.

On October 1, 2013, the City Council approved Agreement No. A-5903 with the Ventura Regional Sanitation District (VRSD) to deliver 48% of the daily solid waste from Del Norte to the VRSD owned Toland Road Landfill.

On December 3, 2013, the City Council also approved Agreement No. A-7618 with Waste Management Incorporated (WM) to deliver the remaining 52% of the daily solid waste from Del Norte to the Simi Valley Landfill.

Both of the landfill agreements will expire on November 14, 2020.

DISCUSSION

Landfill disposal is a significant expenditure in the Environmental Resources (ER) Division annual operations budget. The Fiscal Year 2019-2020 budgeted amount for landfill disposal is $8,700,000. Maintaining uninterrupted access to local landfills through agreements is a cornerstone of daily operations, and essential to complying with facility permits and state mandates.

Since the current agreements were negotiated and approved in 2013, much has changed in regard to the ER Division operations, regulations, and the industry as a whole. Major changes include:

• The City took over control of the Del Norte Facility on February 1, 2014,
• State of California mandates on commercial recycling (AB 939 and AB 32) and organic recycling (AB1826) took effect in 2016
• Severe decline in the recyclables market since 2016
• State of California regulations for vehicle emissions have required heavy equipment and commercial vehicle upgrades

These, as well as pending regulatory and market changes will have to be considered in the next solicitation process.

The City's Del Norte facility is not permitted to store solid waste materials for extended periods. Therefore, it is critical to select landfills that are reliable and able to meet City's current and future solid waste demands. Additionally, the City should consider backup plans in the event of landfill closures due to severe wind conditions, fire, floods, road closures, power outages, and other potential natural disasters.

Staff is proposing a two step process for the solicitation process.

Step 1. Prequalification of Bidders

Prequalification of bidders is necessary for the City to determine that landfill facilities are reliable and will meet the City's current and future needs. Each bidder will be required to submit information in the bid prequalification package which may include:

• Financial Viability: Financial information such as revenue, expenditures, and debt for the past five years as well as projections through the proposed agreement tenure
• Permit: Landfill permit information such as daily tonnage, hours of operation, maximum daily truck trips, permit expiration date
• Violations: Number of permit violations for the last five years; agency's resolution to any violations or notices of correction
• Legal: History of litigation
• Operations: Hours of operation, average waiting period, turn-around time, daily peak hours, available capacity, days per year that facility has been closed due to weather, etc.
• Location: Distance from Del Norte facility
• Term of Agreement: Clear definition of terms, willingness of agency to sign proposed agreement, responsibilities, commitment, annual adjustments

The prequalification submittal must be certified and signed by the President or Chief Executive Officer or General Manager of each corporations or agencies.

Step 2. Bid Solicitation and Selection

Staff will prepare a bid solicitation package and provide it to all of the prequalified bidders. While the City will request that each landfill provide a "per-ton" price for solid waste disposal, the ultimate decision on lowest bid will be determined after comparing this to transportation costs. From this information, the City could award all tonnage to a single bidder, with back-up agreements to the remaining bidders (1st, 2nd, 3rd).

However, staff recommends the City also consider alternative selections of qualified bidders to minimize

disruption to the Del Norte facility operations. For example, October 2019 Santa Ana wind events and fires triggered a closure of Toland Landfill and closure of roads leading to the Simi Valley Landfill.

The following alternative selections could also be considered.

• Split tonnage between three bidders (70% for lowest bidder, 20% for second lowest bidder, and 10% for third lowest bidder)
• Split tonnage between three bidders plus one back up bidder (70% for lowest bidder, 20% for second lowest bidder, 10% for third lowest bidder, and fourth lowest bidder as back up if available)
• Equal split among all bidders

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Landfill Bid Solicitation PowerPoint Final

Proposed Plans to Solicit Bids from Local Landfills

Public Works and Transportation Committee
January 28, 2020

CITY OF OXNARD CALIFORNIA

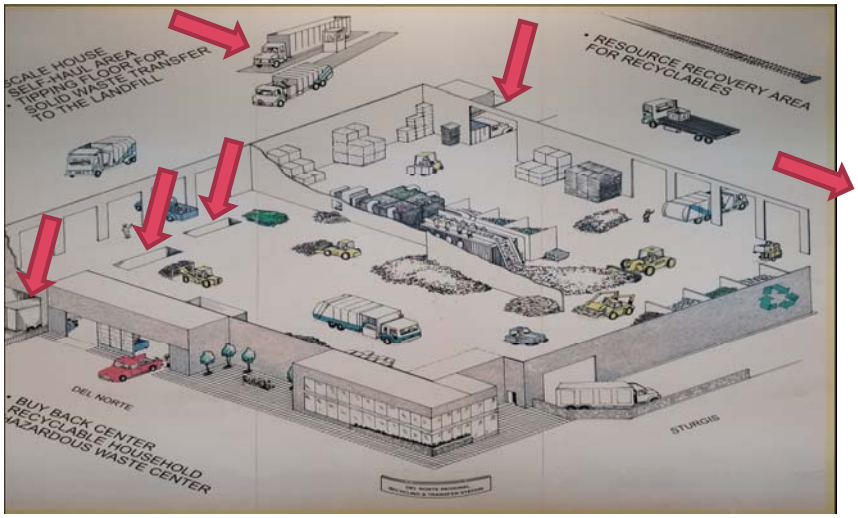
RECOMMENDATION

That the Public Works and Transportation Committee receive a presentation and provide input on the proposed plans to solicit bids from local landfills

2

BACKGROUND

Process of Transferring Solid Waste to Landfills



BACKGROUND

Del Norte Regional Recycling and Transfer Station:

- Permitted to accept 2,779 tons per day
- Currently receives, processes and transfers an average of 1,100 tons per day of solid waste
- This material must be transferred daily to permitted landfills

BACKGROUND

Two landfill agreements expiring on November 14, 2020:

- Toland Road Landfill: Agreement No. A-5903 with Ventura Regional Sanitation District (VRSD) for disposal of 48% of the daily solid waste transferred from Del Norte to Toland Road Landfill
- Simi Valley Landfill: Agreement No. A-7618 with Waste Management Incorporated (WM) for disposal of daily solid waste transferred from Del Norte to Simi Valley Landfill – (Remaining 52%)
- Both agreements allow annual Consumer Price Index (CPI) adjustments

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DISCUSSION

- New agreements must be in place prior to November 15, 2020
- Since 2013, significant changes to ER operations, regulations and the industry include:
  - February 1, 2014 – direct City operation of Del Norte
  - 2016 - State mandates on commercial and organic recycling (AB 32, AB 939, AB 1826) take effect
  - 2016 to Present – Severe, continuing decline in the recyclables market
  - Federal and State regulations for vehicle emissions
- Many factors to consider in the next phase of landfill agreements

6

DISCUSSION

Proposed a two-step process:

- Step 1 - Prequalification of bidders which may include:
  - Financial Viability: revenue, expenditures, debt and projections through the proposed agreement tenure
  - Facility Permit: daily tonnage, days/hours of operation, maximum daily truck trips and closure date
  - Violations: number of violations for the last 5 years; resolutions to violations or notices of correction
  - Legal: litigation history
  - Operations: average waiting period, turn-around time, peak hours, days per year facility has been closed due to weather or natural disaster
  - Location: distance from Del Norte Facility
  - Term of Agreement: clear definition of terms, willingness of agency to sign proposed agreement, annual price adjustments
  - Pre-qualification: Signed by President or Chief Executive Officer or General Manager

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DISCUSSION

- Step 2 - Bid solicitation & selection which may include:
  - Bid solicitation:
    - Lowest cost: price per ton + transportation cost
  - Alternative selections:
    - Lowest bidder + back up bidders
    - Split tonnage between three lowest bidders (70%, 20%, 10%)
    - Split tonnage between three lowest bidders (70%, 20%, 10%) + one back up bidder
    - Equal split among all bidders

8

FINANCIAL IMPACT

There is no financial impact associated with this item.

Questions?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3.

DATE: January 28, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Purchase of New Sewer Cleaning Vehicle. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order (PO) with Municipal Maintenance Equipment for the purchase of a new VAC-CON sewer cleaning combination truck in the amount of $411,934.45.

BACKGROUND

The Wastewater Division owns three (3) Sewer Cleaning Vehicles (SCVs) for the purpose of cleaning over 415 miles of sewer pipeline throughout the City's sewer collection system. SCVs are used for daily sewer maintenance activities. Routine maintenance allows the collection system to continue to efficiently convey wastewater to the treatment plant. SCVs use pressurized water to scour the inside of the City's wastewater collection system and remove material within the sewer pipes, minimizing the potential for sanitary sewer overflows. SCVs also have the capability to remove solid and liquid material from sewer manholes, via a high volume vacuum hose.

DISCUSSION

The Wastewater Division has a performance goal to clean a minimum of 200 miles of sewer pipe every year (nearly 4 miles every week). To meet this goal the Wastewater Division requires three (3) SCVs. On December 9, 2019, Fleet Services received a Sourcewell competitively solicited quote for a new SCV. This SCV will replace the oldest of the three (3) existing SCVs, two (2) of which are currently in service. It is necessary to replace vehicle 3219 due to ongoing significant mechanical issues. Vehicle 3219, purchased in 1997, has over 107,000 miles. The cost of repairs have become cost prohibitive and far exceeds the value of the vehicle.

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 cost for this SCV is $411,934.45. Funds are budgeted in FY 2019-20 and available to pay the full amount

from Wastewater Collection System Machinery & Equipment (account 611-6103-891-8606).

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. VAC-CON Procurement Documents
2. Sourcewell Basin Cleaning Vehicles RFP #122017
3. Atlantic Machinery_VAC-CON Contract_Warranty Documents
4. Atlantic Machinery_VAC-CON Acceptance and Award of Coop Contract
5. Powerpoint VAC-CON Final

Public Works Department
Wastewater Division

MEMO

CITY OF OXNARD CALIFORNIA

August 30, 2019

TO: Alexander Nguyen, City Manager

VIA: Rosemarie Gaglione, Public Works Director RG

FROM: Jeffrey S. Miller, Wastewater Maintenance Manager

SUBJECT: **Purchase of One (1) New, Unused Vac-Con Sewer Cleaning Truck**

The Public Works Department, Wastewater Division requests your approval to purchase one new, unused Sewer Cleaning Truck in Fiscal Year 19/20. The Wastewater Collection System currently utilizes three Sewer Cleaning Trucks to provide preventative maintenance, cleaning, and emergency response activities within the City's Wastewater Collection System. This new vehicle will be replacing #3219, a 1997 Vactor with 107,741 miles. It has become necessary to remove #3219 from service due to significant mechanical issues. The cost of repairs for vehicle #3219 have become cost prohibitive, and far exceed the value of the vehicle.

This vehicle purchase was programmed as a FY 19/20 purchase in account #611-6103-891-8606

CITY OF OXNARD CALIFORNIA

VEHICLE PURCHASING FORM

Division Wastewater

Date

Contact Person Jeffrey S. Miller

Extension 805-797-7604

Check appropriate boxes:

New ☒ Used ☐

Replacement ☒ Additional ☐

Projected Cost $ 411,934.45

Equipment Description *Include Options* (A/C, engine size, extended cab, 4X4, radio, etc.)	Qty	Account Number
New, Unused Vac-con V350/1000 Sewer cleaning Truck, mounted on a New Freightliner 114SD Truck chassis : Please see attached specs :	1	611-6103-891-8606 Bal Avail as of 11/4/19: $726.5K

Attach letter of justification for each item.

Signatures of Approval:		Date
Division Head		8/30/19
Dept. Head		10/22/19
Fleet Manager		10/28/19
Finance Dept.	Kevin Rijn	11-6-19
City Manager		11/07/2019

After approval, forward to Procurement Services.

Comments:

White-Purchasing • Yellow-Finance • Pink-Department

MUNICIPAL MAINTENANCE EQUIPMENT
CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

December 9, 2019

City of Oxnard Public Works / Maintenance Services Division
1060 Pacific Avenue, Bldg. #2
Oxnard, CA 93030

Tel: 805-385-8080
ray.trevino@oxnard.org

Attention: Ray Trevino, Senior Wastewater Collection Operator

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 122017-AMI, for the Vac-Con Model V350/1000 mounted on a new Freightliner 114SD 4x2 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Oxnard, CA	$382,305.75
	7.75% Estimated Sales Tax	29,628.70
	Total	$411,934.45

- **City's Purchase Order to be prepared and sent directly to Vac-Con Inc.**
  969 Hall Park Road, Green Cove Springs, FL 32043
  M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Pricing includes delivery and on-site training.
- Delivery 45-60 days A.R.O., depending on chassis availability.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

12/09/2019

COMBINATION JET/VACUUM SEWER CLEANER

SOURCEWELL CONTRACT: 122017-AMI/VAC

Customer: CITY OF OXNARD

Shipping: CALIFORNIA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V350/1000	
Freightliner Model 114SD 4 x 2 chassis with 370 HP diesel engine, 43,000 GVWR Allison automatic transmission, and A/C	
Body mounting on Chassis	
10' Aluminum Telescoping boom with joy stick and remote pendant control (telescopes hydraulically 10' forward from the stowed position) -8" diameter intake hose and boom, travel tie down post with latch	
Front Articulating hydraulic hose reel with 600' X 1" Jet Hose capacity (swings 3' out beyond side of truck chassis) with manual hose rewind guide	
1000 Gallon polyethylene water tank capacity with 10 year warranty	
5 Cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection	
800' of 3/4" jet hose	
Auxiliary engine (water pump operation) GM Power Solutions International 5.7 liter, 140 HP	
3-Stage centrifugal compressor creating 200" vacuum and 0-8000 CFM	
Hydraulic tail gate door latches with hydraulic door grabber and safety latch	
Hydrostatic drive of vacuum system	
Front tow eyes	
Giant water pump rated 60 GPM @ 3000 PSI with smooth continuous pressure	
6" knife valve with center post and handle in lieu of 5" butterfly valve	
Gravity drain system	
Hydraulic rear door opener	

Requirement Specification	
Rear door drain valve flush out connection	
Rear splash shield diamond plate aluminum	
Rubber pad on standard deflector	
Screen assembly over drain port in debris tank	
1/4 turn ball valve water drain	
50' Retractable hand gun hose reel with hose	
Auxiliary engine driven hydraulics	
Centrifugal compressor flush out system	
Debris body power flush out system	
Variable flow valve	
Water pump remote oil drain	
Aluminum dual roller level wind guide	
Hose footage counter	
Auxiliary engine remote oil drain	
Centrifugal compressor quiet silencer	
Two cone storage racks	
Cyclone separator	
Grease assembly articulating hose reel	
Heavy reinforced wear back elbow	
Long handle storage - PVC	
Plastic engraved decals	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease zerk assembly	
Hand held spot light LED	
LED 4 strobes 2 front bumper, 2 rear bumper	

Requirement Specification	
LED Arrow board	
LED boom mounted flood lights with limb guards	
LED Auxiliary engine flood light	
LED level wind flood light with guard	
LED water pump flood light with guard	
LED rear mounted flood lights with guards	
LED rear debris tank mounted strobe with guard	
2 Mirror mounted LED strobes with guards	
Low water alarm with light	
Omnibus Precision Power electronic controller system	
Wireless remote control system	
Traffic camera system	
Front bumper camera placement	
Rear camera placement	
Aero boost fan design	
Vacuum drive switch	
Water pressure gauge on front hose reel	
3/4" x 30 GPM standard nozzle, spare	
3/4" Nozzle rack	
Aluminum storm nozzle 3/4" 50GPM	
Grenade nozzle	
3/4" x 15' length leader hose	
1" Bulldog with skid 400.600BS	
1" to 3/4" Bushing for chain scraper	
Folding pipe rack, tank mounted curbside	
Folding pipe rack, tank mounted driver side	

Requirement Specification	
Two roll out shelves for behind cab storage box	
Two 35" x 14" x 24" aluminum side mounted tool box	
Paint cab to be painted Safety Yellow	
Chassis dealer to paint cab	
Safety Striping - white	
Remote chassis engine start switch	
Blue tooth Radio	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose	
Local dealer pre delivery and inspection	
On site customer training	
Delivery to customer facility	
TOTAL DISCOUNTED CONTRACT PRICE PER UNIT	$382,305.75
Sales Tax - 7.75%	$29,628.70
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER WITH TAX	$411,934.45

Delivery is 45 - 60 Days after receipt of order.

SOURCEWELL CONTRACT NO 122017-AMI/VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS

EMAIL MJDUBOIS@DUCOLLC.COM

PHONE: 410-924-1004

National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

DECEMBER 21, 2017
8:30 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #122017

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 government, 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 the procurement of #122017 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning November 16, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 20, 2017 at 4:30 p.m. Central Time at the above address and opened December 21, 2017 at 8:30 a.m. Central Time.

RFP Timeline

November 16, 2017	**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
December 5, 2017 10:00 a.m. CT	**Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
December 13, 2017	**Deadline for RFP questions.**
December 20, 2017 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
December 21, 2017 8:30 a.m. CT	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, 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.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 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.

3 INTRODUCTION

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 oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

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-contract-solutions/legal-authority/.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

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.

3.9 NJPA 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 NJPA:** 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 Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada 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 circumstances, 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 in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Equipment, accessories and supplies for the purpose of cleaning sewer lines, catch basins and storm sewers, such as sewer vacuums, jetters, rodders, and self-propelled or chassis-mounted hydro-excavators; and,

3.17.2 Equipment, accessories and supplies for the purpose of street or parking lot sweeping, such as mechanical, vacuum, air, and high efficiency sweepers.

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

3.17.3.1 Respondent's proposal may include no more than an incidental offering of trailer or skid-mounted hydro-excavation equipment. Respondent's primary offerings must be the equipment identified in sub-sections 3.17.1 or 3.17.2 above.

3.17.3.2 This solicitation is not intended to include pumps. Such items in a proposal will be considered out of scope.

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:

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

3.23.3.1 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.

3.23.3.2 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

3.23.3.3 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.

3.23.3.4 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.

3.23.4 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.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES to 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.

3.25 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.

3.25.1 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.

3.26 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.

3.27 [This section is intentionally blank.]

3.28 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.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 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

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 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.

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

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 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.

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

3.33 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.

3.34 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.

3.35 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

3.36 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 are commonly 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.

3.37 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.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

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 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

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 in the physical possession of NJPA before the submission deadline.

> **4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. 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 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. 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 a written 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 SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. 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 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

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 Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. 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 Sealed and properly identified responses for this RFP entitled SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP**.** All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement 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

4.24 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.

4 PRICING

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 $150 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

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 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

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 items are identified as "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.

5.36 through 5.37 [These sections are intentionally blank.]

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.

5.39 through 5.43 [These sections are intentionally blank.]

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.

5.46 through 5.47 [These sections are intentionally blank.]

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.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. 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.

5 EVALUATION OF PROPOSALS

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 nonresponsive.

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 nonresponsive.

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 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

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 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

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 determine 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 nonaward 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

6.9 [This section is intentionally blank.]

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 a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

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 nonresponsive 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 its 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 Vendors must 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 Commercial General Liability—Occurrence Form
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 herein 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.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this 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 typically 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 is 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.

6.30 through 6.32 [This section is intentionally blank.]

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 Minority Business 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 (e.g., 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 attribute.

6.38 Technology: Technological advances that appreciably improve 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.

7 POST-AWARD OPERATING ISSUES

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

7.7 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

7.8 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.

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

D. AUDITS

7.9 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

7.10 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.

7.11 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

7.12 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

7.13 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

7.14 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.

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

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

7.14.3 NJPA 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;

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

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

7.14.6 The Vendor fails to properly report quarterly sales;

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

7.15 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 forbearance 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.

8 GENERAL TERMS AND CONDITIONS

8. 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 is intentionally blank.]

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 time to time. So each NJPA Member must make its own determination whether NJPA's solicitation 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.

8.6 through 8.7 [This section is intentionally blank.]

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 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

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.

8.16 [This section is intentionally blank.]

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 are intentionally blank.]

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

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

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. 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.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES industry.
3) Provide a detailed description of the products and services that you are offering in your proposal.
4) What are your company's expectations in the event of an award?
5) 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.
6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
   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?
   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?
9) 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.
10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

13) 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.

14) 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.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

16) 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?

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

18) 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.

19) 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.

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

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

22) 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.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) 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?

26) 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.

Value-Added Attributes

27) 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.

28) Describe any technological advances that your proposed products or services offer.

29) 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.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) 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?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name:_____Title:_____

Email: _____Phone:_____

Who is your company's primary contact person for this proposal?

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

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

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #122017

FORM D

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

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, 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: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number:_____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #122017 _____

_____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until-_____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number #122017**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #122017**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #122017**

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 otherwise agreed 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: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
2) 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?.
3) 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.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer 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.
   - Do your warranties cover all products, parts, and labor?
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
   - 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?
   - 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?
   - What are your proposed exchange and return programs and policies?
6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
8) 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.)

9) 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.

10) 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 typically offers (please describe).

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

12) 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.

13) 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.

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

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

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

17) 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.

18) 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 or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

19) Describe the top three market differentiators of your products/services relative to the industry.

20) Identify how your products, services and supplies address the scope of this RFP.

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed 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.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

☐ Adding Products/Services vices

☐ Deleting Products/Services

☐ Price Increase

☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

Appendix A

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

Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii

County

- Hawaii County
- Kauai County
- Maui County

Municipality

- City and County of Honolulu

Higher Education

- Hawaii Community College
- Honolulu Community College
- University of Hawaii
- University of Hawaii Research Corporation
- Windward Community College

Education (K-12)

- Hanalani Schools
- Kamehameha Schools

Special District

- Hawaii Community Development Authority
- Hawaii Public Housing Authority
- Hawaii Tourism Authority
- Honolulu Authority for Rapid Transportation
- Natural Energy Laboratory of Hawaii Authority

State

- Hawaii Department of Accounting and General Servic
- Hawaii Department of Finance and Administration
- Hawaii Department of Health
- Hawaii Employer-Union Health Benefits Trust Fund
- Hawaii Health Systems Corporation
- State Of Hawaii

Idaho

County

- Ada County
- Adams County
- Bannock County
- Bear Lake County
- Benewah County
- Bingham County
- Blaine County
- Boise County
- Bonner County
- Bonneville County
- Boundary County
- Butte County
- Camas County
- Canyon County
- Caribou County
- Cassia County
- Clark County
- Clearwater County
- Custer County
- Elmore County
- Franklin County
- Fremont County
- Gem County
- Gooding County
- Idaho County
- Jefferson County
- Jerome County
- Kootenai County
- Latah County
- Lemhi County
- Lewis County
- Lincoln County
- Madison County
- Minidoka County
- Nez Perce County
- Oneida County
- Owyhee County
- Payette County
- Power County
- Shoshone County
- Teton County
- Twin Falls County
- Valley County
- Washington County

Municipality

- City of Aberdeen
- City of Albion
- City of American Falls
- City of Ammon
- City of Arco
- City of Arimo
- City of Ashton
- City of Athol
- City of Atomic City
- City of Bancroft
- City of Bellevue
- City of Blackfoot
- City of Bliss
- City of Bloomington
- City of Boise
- City of Bonners Ferry
- City of Bovill
- City of Buhl
- City of Burley
- City of Caldwell
- City of Cambridge
- City of Carey
- City of Cascade
- City of Castleford
- City of Challis
- City of Chubbuck
- City of Clayton
- City of Clifton
- City of Coeur d'Alene
- City of Council
- City of Craigmont
- City of Crouch
- City of Culdesac
- City of Dalton Gardens
- City of Dayton
- City of Deary
- City of Dietrich
- City of Donnelly

Oregon

County

- Baker County
- Benton County
- Central Oregon Intergovernmental Council
- Clackamas County
- Clackamas County Service District No. 1
- Clatsop County
- Columbia County
- Coos County
- Crook County
- Curry County
- Deschutes County
- Douglas County
- Gilliam County
- Grant County
- Harney County
- Hood River County
- Jackson County
- Jefferson County
- Josephine County
- Klamath County
- Lake County
- Lane Council of Governments
- Lane County
- Lincoln County
- Linn County
- Malheur County
- Marion County
- Marion County Housing Authority
- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

Municipality

- City of Adair Village
- City of Adrian
- City of Albany
- City of Amity
- City of Arlington
- City of Ashland
- City of Astoria
- City of Athena
- City of Aumsville
- City of Aurora
- City of Baker City
- City of Bandon
- City of Banks
- City of Bay City
- City of Beaverton
- City of Bend
- City of Boardman
- City of Brookings
- City of Brownsville
- City of Burns
- City of Canby
- City of Cannon Beach
- City of Canyonville
- City of Carlton
- City of Cascade Locks
- City of Cave Junction
- City of Central Point
- City of Chiloquin
- City of Clatskanie
- City of Coburg
- City of Columbia City
- City of Condon
- City of Coos Bay
- City of Coquille
- City of Cornelius
- City of Corvallis
- City of Cottage Grove
- City of Cove
- City of Creswell
- City of Culver
- City of Dallas
- City of Damascus

South Carolina

County

- Abbeville County
- Aiken County
- Allendale County
- Anderson County
- Bamberg County
- Barnwell County
- Beaufort County
- Berkeley County
- Calhoun County
- Catawba Regional Council of Governments
- Central Midlands Council of Governments
- Charleston County
- Cherokee County
- Chester County
- Chesterfield County
- Clarendon County
- Colleton County
- Darlington County
- Dillon County
- Dorchester County
- Edgefield County
- Fairfield County
- Florence County
- Georgetown County
- Greenville County
- Greenwood County
- Hampton County
- Horry County
- Jasper County
- Kershaw County
- Lancaster County
- Laurens County
- Lee County
- Lexington County
- Lower Savannah Council of Governments
- Marion County
- Marlboro County
- McCormick County
- Newberry County
- Oconee County
- Orangeburg County
- Pickens County
- Richland County
- Saluda County
- Spartanburg County
- Sumter County
- Union County
- Williamsburg County
- York County

Municipality

- City of Abbeville
- City of Aiken
- City of Anderson
- City of Barnwell
- City of Beaufort
- City of Belton
- City of Bennettsville
- City of Bishopville
- City of Camden
- City of Cayce
- City of Charleston
- City of Chesnee
- City of Chester
- City of Clemson
- City of Clinton
- City of Columbia
- City of Conway
- City of Darlington
- City of Denmark
- City of Dillon
- City of Easley
- City of Florence
- City of Folly Beach
- City of Forest Acres
- City of Fountain Inn
- City of Gaffney
- City of Georgetown
- City of Goose Creek
- City of Greenville
- City of Greenwood
- City of Greer
- City of Hanahan
- City of Hardeeville

Utah

County

- Beaver County
- Box Elder County
- Cache County
- Carbon County
- Daggett County
- Davis County
- Duchesne County
- Duchesne County Special Service District No. 2
- Emery County
- Five County Association of Governments
- Garfield County
- Grand County
- Iron County
- Juab County
- Kane County
- Millard County
- Morgan County
- Piute County
- Rich County
- Salt Lake County
- San Juan County
- Sanpete County
- Sevier County
- Summit County
- Tooele County
- Uintah County
- Utah County
- Wasatch County
- Washington County
- Wayne County
- Weber County

Municipality

- Centerfield City
- City of Alpine City
- City of American Fork
- City of Aurora
- City of Ballard
- City of Beaver
- City of Blanding
- City of Bluffdale
- City of Bountiful
- City of Brigham
- City of Castle Dale
- City of Cedar City
- City of Cedar Hills
- City of Centerville
- City of Clearfield
- City of Clinton
- City of Coalville
- City of Colorado City
- City of Corinne City
- City of Cottonwood Heights
- City of Delta
- City of Draper
- City of Duchesne
- City of East Carbon
- City of Elk Ridge
- City of Elmo
- City of Enoch
- City of Enterprise
- City of Ephraim
- City of Escalante
- City of Eureka
- City of Fairview
- City of Farmington
- City of Farr West
- City of Ferron
- City of Fillmore
- City of Fountain Green
- City of Fruit Heights
- City of Garland
- City of Grantsville
- City of Green River
- City of Gunnison
- City of Harrisville
- City of Heber City
- City of Helper City
- City of Herriman
- City of Highland
- City of Hildale
- City of Holladay
- City of Honeyville
- City of Hooper

Washington

County

- Adams County
- Asotin County
- Benton County
- Chelan County
- Clallam County
- Clark County
- Columbia County
- Cowlitz County
- Douglas County
- Ferry County
- Franklin County
- Garfield County
- Grant County
- Grays Harbor County
- Island County
- Jefferson County
- King County
- King County Directors' Association
- Kitsap County
- Kittitas County
- Klickitat County
- Lewis County
- Lincoln County
- Mason County
- Okanogan County
- Pacific County
- Pend Oreille County
- Pierce County
- San Juan County
- Skagit County
- Skamania County
- Snohomish County
- Spokane County
- Stevens County
- Thurston County
- Thurston Regional Planning Council
- Wahkiakum County
- Walla Walla County
- Whatcom County
- Whitman County
- Yakima County
- Yakima County Public Services
- Yakima Valley Conference of Governments

Municipality

- City of Aberdeen
- City of Airway Heights
- City of Algona
- City of Anacortes
- City of Arlington
- City of Asotin
- City of Auburn
- City of Bainbridge Island
- City of Battle Ground
- City of Bellevue
- City of Bellingham
- City of Benton City
- City of Bingen
- City of Black Diamond
- City of Blaine
- City of Bonney Lake
- City of Bothell
- City of Bremerton
- City of Brewster
- City of Bridgeport
- City of Brier
- City of Buckley
- City of Burien
- City of Burlington
- City of Camas
- City of Carnation
- City of Cashmere
- City of Castle Rock
- City of Centralia
- City of Chehalis
- City of Chelan
- City of Cheney
- City of Chewelah
- City of Clarkston
- City of Cle Elum
- City of Clyde Hill
- City of Colfax
- City of College Place
- City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Ivins	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duvall
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii

Idaho

City of Rockland
City of Rupert
City of Salmon
City of Sandpoint
City of Shelley
City of Shoshone
City of Smelterville
City of Soda Springs
City of Spirit Lake
City of St. Anthony
City of St. Charles
City of Stanley
City of Star
City of Stites
City of Sugar City
City of Sun Valley
City of Tensed
City of Tetonia
City of Troy
City of Twin Falls
City of Ucon
City of Victor
City of Wallace
City of Weippe
City of Weiser
City of Wendell
City of Weston
City of White Bird
City of Wilder
City of Winchester

Higher Education

Boise State University
College of Southern Idaho
College of Western Idaho
Eastern Idaho Technical College
Idaho Division of Professional Technical Education
Idaho State University
Lewis-Clark State College
North Idaho College
University of Idaho

Education (K-12)

Aberdeen School District No. 58
Arbon Elementary School District No. 383
Avery School District
Basin School District No. 72
Bear Lake County School District No. 33
Bear Lake School District No. 33
Blackfoot School District No. 55
Blaine County School District No. 61
Bliss Joint School District No. 234
Bonneville Joint School District No. 93
Boundary County School District No. 101
Bruneau-Grand View Joint School District
Buhl Joint School District No. 412
Butte County Joint School District No. 111
Caldwell School District No. 132
Camas County School District No. 121
Cambridge School District
Cascade School District No. 422
Cassia County Joint School District No. 151
Castleford Joint School District No. 417
Challis Joint School District No. 181
Clark County School District No. 161
Coeur d'Alene School District No. 271
Cottonwood Joint School District No. 242
Council School District No. 13
Culdesac Joint School District No. 342
Dietrich School District No. 314
Emmett Independent School District No. 221
Filer School District No. 413
Firth School District No. 59
Fremont County School District No. 215
Fruitland School District No. 373
Garden Valley School District
Genesee Joint School District No. 282
Glenns Ferry Joint School District No. 192
Gooding Joint School District No. 231
Grace Joint School District No. 148
Hagerman Joint School District No. 233
Hansen School District No. 415
Highland Joint School District No. 305
Homedale School District No. 370
Horseshoe Bend School District No. 73
Idaho Falls School District No. 91
Independent School District of Boise City
Jefferson County School District No. 251
Jerome Joint School District No. 261
Joint School District No. 2
Kamiah School District No. 304
Kellogg Joint School District 391
Kendrick Joint School District No. 283
Kimberly School District No. 414
Kootenai School District No. 274
Kuna Joint School District No. 3

Oregon

City of North Bend
City of North Plains
City of North Powder
City of Nyssa
City of Oakland
City of Oakridge
City of Ontario
City of Oregon City
City of Paisley
City of Pendleton
City of Philomath
City of Phoenix
City of Pilot Rock
City of Port Orford
City of Portland
City of Powers
City of Prairie City
City of Prineville
City of Rainier
City of Redmond
City of Reedsport
City of Richland
City of Riddle
City of Rockaway Beach
City of Rogue River
City of Roseburg
City of Rufus
City of Salem
City of Sandy
City of Scappoose
City of Scio
City of Scotts Mills
City of Seaside
City of Seneca
City of Shady Cove
City of Sheridan
City of Sherwood
City of Siletz
City of Silverton
City of Sisters
City of Sodaville
City of Spray
City of Springfield
City of St. Helens
City of St. Paul
City of Stanfield
City of Stayton
City of Sublimity
City of Sumpter
City of Sutherlin
City of Sweet Home
City of Talent
City of Tangent
City of The Dalles
City of Tigard
City of Tillamook
City of Toledo
City of Troutdale
City of Tualatin
City of Turner
City of Ukiah
City of Umatilla
City of Union
City of Unity
City of Vale
City of Veneta
City of Vernonia
City of Waldport
City of Wallowa
City of Warrenton
City of Wasco
City of West Linn
City of Westfir
City of Weston
City of Wheeler
City of Willamina
City of Wilsonville
City of Winston
City of Wood Village
City of Woodburn
City of Yachats
City of Yamhill
City of Yoncalla
Town of Bonanza
Town of Butte Falls
Town of Canyon City
Town of Lakeview
Town of Lexington

Higher Education

Blue Mountain Community College
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College

South Carolina

Town of Holly Hill
Town of Hollywood
Town of Honea Path
Town of Irmo
Town of Iva
Town of Jackson
Town of James Island
Town of Jamestown
Town of Jefferson
Town of Jenkinsville
Town of Johnston
Town of Jonesville
Town of Kershaw
Town of Kiawah Island
Town of Kingstree
Town of Lake View
Town of Lamar South Carolina
Town of Lane
Town of Latta
Town of Lexington
Town of Lincolnville
Town of Little Mountain
Town of Lockhart
Town of Lyman
Town of Lynchburg
Town of Mayesville
Town of McBee
Town of McClellanville
Town of McColl
Town of McCormick
Town of Meggett
Town of Moncks Corner
Town of Mt. Pleasant
Town of Neeses
Town of New Ellenton
Town of Nichols
Town of Ninety Six
Town of Norris
Town of North
Town of Norway
Town of Olanta
Town of Pacolet
Town of Pageland
Town of Pamplico
Town of Patrick
Town of Pawleys Island
Town of Pelion
Town of Pelzer
Town of Pendleton
Town of Perry
Town of Port Royal
Town of Prosperity
Town of Ravenel
Town of Reidville
Town of Ridge Spring
Town of Ridgeland
Town of Ridgeville
Town of Ridgeway
Town of Saint Matthews
Town of Saint Stephen
Town of Salem
Town of Salley
Town of Saluda
Town of Santee
Town of Scranton
Town of Seabrook Island
Town of Sellers
Town of Sharon
Town of Six Mile
Town of Snelling
Town of Society Hill
Town of South Congaree
Town of Springdale
Town of St. George
Town of St. Matthews
Town of Stuckey
Town of Sullivans Island
Town of Summerton
Town of Summerville
Town of Summit
Town of Surfside Beach
Town of Swansea
Town of Timmonsville
Town of Trenton
Town of Turbeville
Town of Ulmer
Town of Varnville
Town of Wagener
Town of Ward
Town of Ware Shoals
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williamston

Utah

City of West Valley City
City of Willard
City of Woodland Hills
City of Woods Cross
Town of Alta
Town of Altamont
Town of Alton
Town of Amalga
Town of Annabella
Town of Antimony
Town of Apple Valley
Town of Ballard
Town of Bear River City
Town of Bicknell
Town of Big Water
Town of Boulder
Town of Brian Head
Town of Bryce Canyon City
Town of Cannonville
Town of Castle Valley
Town of Cedar Fort
Town of Centerfield
Town of Central Valley
Town of Circleville
Town of Clarkston
Town of Clawson
Town of Cleveland
Town of Cornish
Town of Daniel
Town of Deweyville
Town of Eagle Mountain
Town of Elmo
Town of Elsinore
Town of Elwood
Town of Emery
Town of Fairfield
Town of Francis
Town of Garden City
Town of Genola
Town of Glendale
Town of Glenwood
Town of Goshen
Town of Hanksville
Town of Hatch
Town of Henefer
Town of Henrieville
Town of Hideout
Town of Hinckley
Town of Holden
Town of Howell
Town of Huntsville
Town of Joseph
Town of Junction
Town of Kanarraville
Town of Kanosh
Town of Kingston
Town of Koosharem
Town of Leeds
Town of Levan
Town of Loa
Town of Manila
Town of Mantua
Town of Marysvale
Town of Meadow
Town of Minersville
Town of New Harmony
Town of Newton
Town of Ophir
Town of Orderville
Town of Paradise
Town of Paragonah
Town of Portage Utah
Town of Randolph
Town of Redmond
Town of Rockville
Town of Rocky Ridge
Town of Rush Valley
Town of Scipio
Town of Scofield
Town of Sigurd
Town of Springdale
Town of Stockton
Town of Toquerville
Town of Torrey
Town of Trenton
Town of Tropic
Town of Uintah
Town of Vernon
Town of Vineyard
Town of Virgin
Town of Wales
Town of Wallsburg
Uintah Basin Association of Governments

Higher Education

Washington

City of Pacific
City of Palouse
City of Pasco
City of Pateros
City of Pomeroy
City of Port Angeles
City of Port Orchard
City of Port Townsend
City of Poulsbo
City of Prosser
City of Pullman
City of Puyallup
City of Quincy
City of Rainier
City of Raymond
City of Redmond
City of Renton
City of Republic
City of Richland
City of Ridgefield
City of Ritzville
City of Rock Island
City of Roslyn
City of Roy
City of Royal City
City of Sammamish
City of SeaTac
City of Seattle
City of Sedro-Woolley
City of Selah
City of Sequim
City of Shelton
City of Shoreline
City of Snohomish
City of Snoqualmie
City of Soap Lake
City of South Bend
City of Spokane
City of Spokane Valley
City of Sprague
City of Stanwood
City of Stevenson
City of Sultan
City of Sumas
City of Sumner
City of Sunnyside
City of Tacoma
City of Tekoa
City of Tenino
City of Tieton
City of Toledo
City of Tonasket
City of Toppenish
City of Tukwila
City of Tumwater
City of Union Gap
City of University Place
City of Vader
City of Vancouver
City of Waitsburg
City of Walla Walla
City of Wapato
City of Warden
City of Washougal
City of Wenatchee
City of West Richland
City of Westport
City of White Salmon
City of Winlock
City of Woodinville
City of Woodland
City of Yakima/Yakima County
City of Yelm
City of Zillah
Consolidated Borough of Quil Ceda Village
Grays Harbor Council of Governments
Town of Almira
Town of Beaux Arts Village
Town of Bucoda
Town of Carbonado
Town of Cathlamet
Town of Clyde Hill
Town of Colton
Town of Conconully
Town of Concrete
Town of Coulee City
Town of Coulee Dam
Town of Coupeville
Town of Creston
Town of Cusick
Town of Darrington
Town of Eatonville
Town of Elmer City
Town of Endicott

Hawaii

Idaho

Lake Pend Oreille School District No. 84
Lakeland School District No. 272
Lapwai School District No. 341
Lewiston Independent School District No. 1
Mackay School District No. 182
Madison School District No. 321
Marsh Valley Joint School District No. 21
Marsing Joint School District No. 363
McCall-Donnelly Joint School District No. 421
Meadows Valley School District No. 11
Melba School District No. 136
Middleton School District No. 134
Midvale School District No. 433
Minidoka County School District No. 331
Moscow School District No. 281
Mountain Home School District No. 193
Mountain View School District No. 244
Mullan School District 392
Murtaugh Joint School District No. 418
Nampa Christian Schools Inc.
Nampa School District No. 131
New Plymouth School District
Nez Perce Joint School District No. 302
North Gem School District No. 149
Notus School District
Oneida County School District No. 351
Orofino Joint School District No. 171
Parma School District No. 137
Payette School District No. 371
Plummer-Worley Joint School District No. 44
Pocatello-Chubbuck School District No. 25
Post Falls School District No. 273
Potlatch School District No. 285
Preston Joint School District No. 201
Richfield School District No. 316
Ririe Joint School District No. 252
Rockland School District No. 382
Salmon River Joint School District No. 243
Salmon School District No. 291
Shelley School District No. 60
Shoshone Joint School District No. 312
Snake River School District
Soda Springs Joint School District No. 150
South Lemhi School District No. 292
St. Maries Joint School District No. 41
Sugar-Salem Joint District No. 322
Swan Valley Elementary School District No. 33
Swan Valley School District No. 92
Teton County School District No. 401
Three Creek Joint School District No. 416
Troy School District No. 287
Twin Falls School District No. 411
Valley School District No. 262
Vallivue School District No. 139
Vision Charter School District # 463
Wallace School District No. 393
Weiser School District No. 431
Wendell School District No. 232
West Bonner County School District No. 83
West Jefferson School District No. 253
West Side School District No. 202
Whitepine Joint School District No. 288
Wilder School District No. 133

Special District

Ada County Emergency Medical Services District
Ada County Highway District
Adams County Recreation District
Ahsahka Water and Sewer District
Albion Highway District
Alpine Meadows Water and Sewer District
American Falls Free Library District
American Falls Housing Authority
Atlanta Highway District
Avery Water and Sewer District
Avondale Irrigation District
Bayview Water and Sewer District
Bear Lake County Library District
Bench Sewer District
Benewah County Free Library District
Big Canyon Fire District
Blaine County Housing Authority
Blaine County Recreation District
Bliss Fire District
Boise Basin Library District
Boise City/Ada County Housing Authority
Boise-Kung Irrigation District
Bonneville County Fire District No. 1
Bruneau Valley District Library
Bruneau Water and Sewer District
Buhl Highway District
Buhl Rural Fire Protection District
Burley Highway District
Caldwell Housing Authority
Canyon Highway District No. 4

Oregon

Columbia Gorge Community College
Eastern Oregon University
Klamath Community College District
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Oregon Department of Community Colleges and Workforce Developme
Oregon Health and Science University
Oregon Institute of Technology
Oregon State University
Oregon State University, Oregon Agricultural Experiment Station
Oregon University System
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southern Oregon University Family Housing
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
Western Oregon University

Education (K-12)

Adel School District 21
Adrian School District
Alsea School District No. 7J
Amity School District 4J
Annex School District 29
Arlington School District No. 3
Arock School District No. 81
Ashland School District No. 5
Ashwood School District
Astoria School District No. 1C
Athena-Weston School District No. 29RJ
Baker School District No. 5J
Bandon School District
Banks School District No. 13
Beaverton School District No. 48
Bend-La Pine Public Schools
Bethel School District No. 52
Blachly School District
Blachly School District 90
Brookings Harbor School District
Camas Valley School District
Canby School District No. 86
Cascade School District No. 5
Centennial School District No. 28J
Central Curry School District No. 1
Central Linn School District
Central Point School District No. 6
Central School District No. 13J
Clackamas Education Service District
Clatskanie School District No. 6J
Colton School District No. 53
Columbia Gorge Education Service District
Condon School District No. 25J
Coos Bay School District No. 9
Coquille School District No. 8
Corbett School District No. 39
Corvallis School District No. 509J
Cove School District No. 15
Crane Elementary School District
Creswell School District No. 40
Crook County School District
Crow-Applegate-Lorane School District No. 66
Culver School District No. 4
Dallas School District No. 2
David Douglas School District No. 40
Dayton School District No. 8
Dayville School District No. 16J
Douglas County School District
Douglas County School District No. 4
Douglas Education Service District
Dufur School District No. 29
Eagle Point School District No. 9
Echo School District No. 5
Elgin School District
Elkton School District No. 34
Enterprise School District No. 21
Estacada School District No. 108
Eugene School District No. 4J
Falls City School District
Fern Ridge School District No. 28J
Forest Grove School District
Fossil School District 21J
Gaston School District 511 J
Gervais School District
Gladstone School District
Glendale School District No. 77
Glide School District
Grant County Education Service District

South Carolina

Town of Williston
Town of Winnsboro
Town of Yemassee

Higher Education

Aiken Technical College
Beaufort Jasper Higher Education Commission
Central Carolina Technical College
Clemson University
Coastal Carolina University
College of Charleston
Denmark Technical College
Florence-Darlington Technical College
Francis Marion University
Greenville Technical College
Horry-Georgetown Technical College
Lander University
Medical University of South Carolina
Midlands Technical College
Northeastern Technical College
Orangeburg-Calhoun Technical College
Piedmont Technical College
South Carolina State Board for Technical and Comprehensive Educatio
South Carolina State University
South Carolina Technical College System
Spartanburg Community College
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina
University of South Carolina, Aiken
University of South Carolina, Upstate
Williamsburg Technical College
Winthrop University
York Technical College

Education (K-12)

Abbeville County School District
Aiken County Public Schools
Allendale County School District
Anderson County School Districts 1 and 2 Career and Technology Cent
Anderson School District No. 1
Anderson School District No. 2
Anderson School District No. 3
Anderson School District No. 4
Anderson School District No. 5
Bamberg School District No. 1
Bamberg School District No. 2
Barnwell School District No. 45
Beaufort County School District
Berkeley County School District
Blackville-Hilda Public Schools
Calhoun County School District
Charleston County School District
Cherokee County School District
Chester County School District
Chesterfield County School District
Clarendon County School District No. 1
Clarendon County School District No. 2
Clarendon County School District No. 3
Clover School District No. 2
Colleton County School District
Darlington County School District
Delta R-V School District
Dillon County School District No. 1
Dillon County School District No. 2
Dillon County School District No. 3
Dillon County School District No. 4
Diocese Of Charleston Schools
Dorchester School District No. 2
Dorchester School District No. 4
Edgefield County Schools
Fairfield County School District
Florence County School District No. 1
Florence County School District No. 2
Florence County School District No. 3
Florence County School District No. 4
Florence County School District No. 5
Ft. Mill School District No. 4
Georgetown County School District
Greenville County School District
Greenwood School District No. 50
Greenwood School District No. 52
Hampton County School District No. 2
Hampton School District No. 1
Horry County Schools
Jasper County School District
John de la Howe School District
Kershaw County School District
Lancaster County School District
Laurens County School District No. 55
Laurens County School District No. 56
Lee County School District
Legacy Charter Schools
Lexington County School District No. 1

Utah

College of Eastern Utah
Davis Applied Technology College
Dixie Applied Technology College
Dixie State University
Mountainland Applied Technology College
Rocky Mountain University of Health Professions
Salt Lake Community College
Snow College
Southern Utah University
Tooele Applied Technology College
Uintah Basin Applied Technology College
University of Utah
University of Utah Hospitals and Clinics
Utah State University
Utah System of Higher Education
Utah Valley University
Weber State University

Education (K-12)

Alpine School District
Beaver County School District
Box Elder School District
Cache County School District
Canyons School District
Carbon School District
Centro De La Familia De Utah Head Start Program School District
Daggett School District
Davis School District
Duchesne County School District
Emery County School District
Freedom Preparatory Academy School District
Garfield County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan School District
Mountainland Head Start Program School District Office
Murray City School District
Nebo School District
North Sanpete County School District
North Sanpete School District
North Summit School District
Ogden City School District
Park City School District
Piute County School District
Provo City School District
Rich County School District
Rich School District
Rural Utah Child Development Head Start Program School District Off
Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District
South Summit School District
Suu Head Start Program School District
Thomas Edison Charter Schools
Tintic School District
Tooele County School District
Uintah School District
Wasatch County School District
Washington County School District
Wayne County School District
Weber School District

Special District

Ash Creek Special Service District
Ashley Valley Water and Sewer Improvement District
Ballard Water and Sewer Improvement District
Bear Lake Special Service District
Bear River Water Conservancy District
Benchland Water District
Benson Culinary Water Improvement District
Bona Vista Water Improvement District
Cache Mosquito Abatement District
Cache Valley Transit District
Canyonlands Health Care Special Service District
Carbon County Housing Authority
Carbon County Municipal Building Authority
Carbon County Recreation Transportation Special Service District
Carbon Water Conservancy District
Castle Valley Special Service District
Cedar City Housing Authority
Cedar Mountain Fire Protection District
Cedarview-Montwell Special Service District
Central Davis County Sewer District
Central Iron County Water Conservancy District
Central Utah Water Conservancy District
Central Weber Sewer Improvement District
Charleston Water Conservancy District
Copperton Improvement District
Cottonwood Improvement District

Washington

Town of Fairfield
Town of Farmington
Town of Friday Harbor
Town of Garfield
Town of Hamilton
Town of Harrah
Town of Hatton
Town of Hunts Point
Town of Index
Town of Ione
Town of La Conner
Town of LaCrosse
Town of Lamont
Town of Latah
Town of Lind
Town of Lyman
Town of Malden
Town of Mansfield
Town of Marcus
Town of Metaline
Town of Millwood
Town of Naches
Town of Nespelem
Town of Northport
Town of Oakesdale
Town of Odessa
Town of Pe Ell
Town of Prescott
Town of Reardan
Town of Riverside
Town of Rockford
Town of Rosalia
Town of Ruston
Town of Skykomish
Town of South Cle Elum
Town of South Prairie
Town of Spangle
Town of Springdale
Town of St. John
Town of Steilacoom
Town of Twisp
Town of Uniontown
Town of Washtucna
Town of Waterville
Town of Waverly
Town of Wilbur
Town of Wilkeson
Town of Wilson Creek
Town of Winthrop
Town of Woodway
Town of Yacolt
Town of Yarrow Point

Higher Education

Bates Technical College
Bellevue Community College
Bellingham Technical College
Big Bend Community College
Cascadia Community College
Central Washington University
Centralia College
Clark College
Clover Park Technical College
Columbia Basin Community College
Community Colleges of Spokane
Eastern Washington University
Edmonds Community College
Everett Community College
Evergreen State College
Grays Harbor College
Green River Community College
Highline Community College
Lake Washington Institute of Technology
Lower Columbia College
Northwest Indian College
Olympic College
Peninsula College
Pierce College
Renton Technical College
Seattle Community Colleges District VI
Shoreline Community College
Skagit Valley College
South Puget Sound Community College
Tacoma Community College
University of Washington
Walla Walla Community College
Washington State Board for Community and Technical Colleges
Washington State Higher Education Facilities Authority
Washington State Student Achievement Council
Washington State University
Washington State University, Vancouver
Wenatchee Valley College
Western Washington University
Whatcom Community College
Yakima Valley Community College

Hawaii

Idaho

Cascade Rural Fire District
Castleford Rural Fire District
Central Fire District
Central Orchards Sewer District
Central Shoshone County Water District
Clark County District Library
Clarkia Free Library District
Clarkia Highway District
Clearwater Free Library District
Clearwater Highway District
Clearwater Soil and Water Conservation District
Clearwater Water District
Consolidated Free Library District
Cottonwood Highway District
Custer Soil and Water Conservation District
Dietrich Fire District
Dietrich Highway District
Doumecq Highway District
Downey Swan Lake Highway District
Dry Creek Cemetery Maintenance District
Eagle Fire Protection District
Eagle Sewer District
East Bonner County Free Library District
East Bonner County Library District
East Greenacres Irrigation District
Eastern Idaho Public Health District
Eastern Idaho Regional Wastewater Authority
Elk River Free Library District
Elmore Soil and Water Conservation District
Fenn Highway District
Ferdinand Highway District
Fish Haven Mosquito Abatement District
Fremont County District Library
Friedman Memorial Airport Authority
Garden Valley District Library
Garden Valley Fire Protection District
Garden Valley Recreation District
Gateway Fire Protection District
Gem County Fire Protection District
Gem County Mosquito Abatement District
Glenns Ferry Highway District
Golden Gate Highway District No. 3
Gooding County Memorial Hospital District
Grace District Library
Grangeville Highway District
Granite Reeder Water and Sewer District
Greater Boise Auditorium District
Greater Middleton Parks and Recreation District
Greater Swan Valley Fire Protection District No. 2
Groveland Water and Sewer District
Harbor View Estates Water and Sewer District
Hayden Lake Irrigation District
Hayden Lake Recreational Water and Sewer District
Hillsdale Highway District
Homedale Highway District
Hoo Doo Water and Sewer District
Horseshoe Bend Fire Protection District
Idaho Soil and Water Conservation District
Indian Valley Rural Fire District
Iona-Bonneville Sewer District
Island Park Fire District
Jerome Highway District
Jerome Recreation District
Jerome Rural Fire District No. 1
Kamiah Fire Protection District
Kamiah Highway District
Ketchum Rural Fire Protection District
Kidder Harris Highway District
Kingston Water District
Kootenai County Water District No. 1
Kootenai Ponderay Sewer District
Kootenai-Shoshone Soil and Water Conservation Distr
Kuna Library District
Laclede Water District
Lakes Highway District
Latah County Library District
Latah Soil and Water Conservation District
Lemhi Soil and Water Conservation District
Lewiston Orchards Irrigation District
Lewiston-Nez Perce County Regional Airport Authorit
Lincoln County Recreation District
Little Blacktail Ranch Water District
Little Wood River Library District
Lizard Butte Library District
Lost River Highway District
M&T Water and Sewer District
Mackay Free Library District
Madison Library District
Marsing Rural Fire District
McCall Fire Protection District
McCall Memorial Hospital District
Meridian Cemetery Maintenance District
Meridian Library District
Meridian Rural Fire Protection District

Oregon

Grant School District No. 3
Grants Pass School District No. 7
Greater Albany Public School District 8J
Gresham-Barlow School District
Harney County School District No. 3
Harney Education Service District
Harper School District No. 66
Harrisburg School District No. 7
Helix School District No. 1-R
Hermiston School District
High Desert Education Service District
Hillsboro School District No. 1J
Hood River County School District
Huntington School District No. 16J
Imbler School District No. 11
InterMountain Education Service District
Ione School District R2
Jackson County School District No. 9
Jackson Education Service District
Jefferson County School District No. 509-J
Jefferson School District
Jewell School District No. 8
John Day School District No. 3
Jordan Valley School District No. 3
Joseph School District No. 6
Junction City School District No. 69
Klamath County School District
Klamath Falls City Schools
Knappa School District
La Grande School District No. 1
Lake County School District No. 7
Lake Ed Service District
Lake Oswego School District No. 7J
Lakeview School District No. 7
Lane Education Service District
Lebanon Community School District No. 9
Lincoln County School District
Linn-Benton-Lincoln Education Service District
Long Creek School District No. 17
Lowell School District No. 71
Mapleton School District No. 32
Marcola School District No. 79J
McKenzie School District
McMinnville School District No. 40
Medford School District No. 549C
Milton-Freewater School District No. 7
Mitchell School District No. 55
Molalla River School District
Monument School District
Morrow County School District
Mt. Angel School District
Multnomah Education Service District Consortium
Myrtle Point School District
Neah-Kah-Nie School District No. 56
Nestucca Valley School District No. 101
New Hope Christian Schools
Newberg School District No. 29J
North Bend School District No. 13
North Central Education Service District
North Clackamas School District No. 12
North Douglas School District No. 22
North Lake School District
North Marion School District No. 15
North Santiam School District No. 29
North Wasco County School District No. 21
Northwest Regional Education Service District
Nyssa School District No. 26
Oakland School District
Oakridge School District No. 76
Ontario School District No. 8C
Oregon City School District No. 62
Oregon Trail School District No. 46
Paisley School District No. 11
Parkrose School District No. 3
Pendleton School District No. 16
Perrydale School District No. 21J
Philomath School District No. 17J
Phoenix-Talent School District
Pilot Rock School District No. 2
Pine Eagle School District No. 61
Pinehurst School District
Pleasant Hill School District
Plush School District 18
Port Orford-Langlois School District No. 2CJ
Portland Public School District No. 1
Powers School District No. 31
Prairie City School District No. 4
Prospect School District
Rainier School District No. 13
Redmond School District No. 2J
Reedsport School District No. 105
Region 9 Education Service District
Reynolds School District No. 7
Riddle School District No. 70

South Carolina

Lexington County School District No. 2
Lexington County School District No. 3
Lexington County School District No. 4
Lexington-Richland Counties School District No. 5
Marion County School District
Marion County School District No. 7
Marlboro County School District
McCormick County School District
Newberry County School District
Oconee County School District
Orangeburg Consolidated School District Four
Orangeburg County Consolidated School District No. 3
Orangeburg County Consolidated School District No. 5
Pickens County School District
Richland County School District No. 1
Richland County School District No. 2
Rock Hill School District No. 3
Saluda School District No. 1
South Carolina Public Charter School District
Spartanburg County School District No. 1
Spartanburg County School District No. 2
Spartanburg County School District No. 3
Spartanburg County School District No. 4
Spartanburg County School District No. 5
Spartanburg County School District No. 6
Spartanburg County School District No. 7
Sumter School District
Sumter School District No. 17
Sumter School District No. 2
Union County School District
Ware Shoals School District No. 51
Williamsburg County Schools
Williston School District No. 29
York School District No. 1

Special District

Abbeville Housing Authority
Aiken Housing Authority
Anderson Housing Authority
Atlantic Beach Housing Authority
Beaufort Housing Authority
Beaufort-Jasper Water and Sewer Authority
Beech Island Rural Community Water District
Belton-Honea Path Water Authority
Bennettsville Housing Authority
Berea Public Service District
Berkeley County Water and Sanitation Authority
Big Creek Water and Sewerage District
Bluffton Township Fire District
Boiling Springs Fire District, Greenville County
Broad Creek Public Service District
Buffalo-Mt. Pisgah Fire Protection District
Burton Fire District
Central Midlands Regional Transit Authority
Charleston Area Regional Transportation Authority
Charleston County Aviation Authority
Charleston County Housing and Redevelopment Authority
Charleston Housing Authority
Charleston Naval Complex Redevelopment Authority
Charleston Soil and Water Conservation District
Cheraw Housing Authority
Chester Housing Authority
Chester Metropolitan District
Chester Sewer District
Coast Regional Transportation Authority
Columbia Housing Authority
Conway Housing Authority
Daniel Morgan Water District
Darlington County Fire District
Darlington County Water and Sewer Authority
Darlington Housing Authority
Donalds-Due West Water and Sewer Authority
Dorchester County Sales Tax Transportation Authority
Dorchester County Water Authority
Duncan Chapel Fire District
Easley Housing Authority
Easley-Central Water District
East Richland County Public Service District
Edgefield County Water and Sewer Authority
Florence Housing Authority
Fort Mill Housing Authority
Fripp Island Public Service District
Gaffney Housing Authority
Gaston Rural Community Water District
Georgetown County Water and Sewer District
Georgetown Housing Authority
Gilbert-Summit Rural Water District
Grand Strand Water and Sewer Authority
Greenville Arena District
Greenville County Recreation District
Greenville County Redevelopment Authority
Greenville Housing Authority
Greenville Transit Authority
Greenwood Metropolitan District
Greer Housing Authority

Utah

Davis Community Housing Authority
Davis County Housing Authority
Davis-Salt Lake Aerial Spray Authority
Duchesne County Upper Country Water Improvement District
Duchesne County Water Conservancy District
Emery County Housing Authority
Emery County Municipal Building Authority
Emery County Special Service District No. 1
Emery Water Conservancy District
Emigration Improvement District
Fruitland Special Service District
Garden City Fire District
Grand County Housing Authority
Granger-Hunter Improvement District
Heber Valley Special Service District
Hooper Water Improvement District
Jensen Water Improvement District
Johnson Water Improvement District
Jordan Valley Water Conservancy District
Jordanelle Special Service District
Juab Special Service Fire District
Kane County Water Conservancy District
Kearns Improvement District
Lake Point Improvement District
Logan-Cache Airport Authority
Maeser Water and Sewer Improvement District
Magna Mosquito Abatement District
Magna Water District
Metropolitan Water District of Salt Lake and Sandy
Midvalley Improvement District
Midway Sanitation District
Milford Area Healthcare Service District
Moab Mosquito Abatement District
Moab Valley Fire Protection District
Mountain Green Sewer Improvement District
Mountain Regional Water Special Service District
Mountain View Special Service District
Mt. Olympus Improvement District
North Davis County Sewer District
North Davis Fire District
North Emery Water Users Special Service District
North Fork Special Services District
North Pointe Solid Waste Special Service District
North Summit Fire District
North Tooele County Fire Protection District
North Utah Water Conservancy District
North View Fire District
Ogden Housing Authority
Ouray Park Water Improvement District
Park City Fire Service District
Price River Water Improvement District
Provo Housing Authority
Rockville/Springdale Fire Protection District
Roosevelt City Housing Authority
Salt Lake City Housing Authority
Salt Lake City Mosquito Abatement District
Salt Lake County Housing Authority
Sandy Suburban Improvement District
Scofield Reservoir Special Service District
Sevier County Special Service District No. 1
Skyline Mountain Special Service District
Snyderville Basin Special Recreation District
Snyderville Basin Water Reclamation District
Solid Waste Special Service District No. 1
South Davis Sewer District
South Davis Water District
South Ogden Conservation District
South Salt Lake Valley Mosquito Abatement District
South Summit Fire Protection District
South Utah Valley Solid Waste District
South Valley Sewer District
Southeastern Utah Housing Authority
Spanish Valley Water and Sewer Improvement District
St. George Housing Authority
Stansbury Park Improvement District
Strawberry Electric Service District
Sugar House Park Authority
Tabby Valley Park Special Service District
Taylorsville-Bennion Improvement District
Thompson Special Service District
Timpanogos Special Service District
Tooele County Housing Authority
Tooele County Recreation Special Service District
Tridell-Lapoint Water Improvement District
Uintah Animal Control and Shelter Special Service District
Uintah County Municipal Building Authority
Uintah Fire Suppression Special Service District
Uintah Health Care Special Service District
Uintah Highlands Water and Sewer Improvement District
Uintah Mosquito Abatement District
Uintah Recreation District
Uintah Transportation Special Service District
Uintah Water Conservancy District
Unified Fire Authority

Washington

Education (K-12)

Aberdeen School District No. 5
Adna School District No. 226
Almira School District No. 17
Anacortes School District No. 103
Arlington Public Schools
Asotin-Anatone School District
Auburn School District No. 408
Bainbridge Island School District No. 303
Battle Ground School District No. 119
Bellevue Christian School District
Bellevue School District No. 405
Bellingham School District No. 501
Benge School District No. 122
Bethel School District No. 403
Bickleton School District
Blaine School District No. 503
Boistfort School District No. 234
Bremerton School District
Brewster School District No. 111
Bridgeport School District No. 75
Brinnon School District No. 46
Burlington-Edison School District No. 100
Camas School District
Cape Flattery School District No. 401
Capital Region Educational Service District No. 113
Carbonado Historical School District No. 19
Cascade Christian Schools
Cascade School District No. 228
Cashmere School District No. 222
Castle Rock School District No. 401
Central Kitsap School District No. 401
Central Valley School District No. 356
Centralia School District No. 401
Chehalis School District No. 302
Cheney School District No. 360
Chewelah School District No. 36
Chief Leschi School System
Chimacum School District No. 49
Clarkston School District No. J250-185
Cle Elum-Roslyn School District
Clover Park School District No. 400
Colfax School District No. 300
College Place School District No. 250
Colton School District No. 306
Columbia School District No. 206
Columbia School District No. 206, Stevens County
Columbia School District No. 400
Colville School District No. 115
Concrete School District No. 11
Conway Consolidated School District No. 317
Cosmopolis School District
Coulee-Hartline School District No. 151
Coupeville School District No. 204
Crescent School District
Creston School District No. 73
Curlew School District No- 50
Cusick School District
Darrington School District No. 330
Davenport School District No. 207
Dayton School District No. 2
Deer Park School District No. 414
Dieringer School District
Dixie School District
East Valley School District No. 361
East Valley School District No. 361, Spokane County
East Valley School District No. 90, Yakima County
Eastmont School District No. 206
Eatonville School District No. 404
Edmonds School District No. 15
Educational Service District No. 112
Ellensburg School District No. 401
Elma School District No. 68
Endicott School District No. 308
Entiat School District No. 127
Enumclaw School District No. 216
Ephrata School District No. 165
Evaline School District No. 36
Everett School District No. 2
Evergreen School District No. 114, Clark County
Evergreen School District No. 205
Federal Way Public Schools
Ferndale School District No. 502
Fife School District No. 417
Finley School District
Franklin Pierce School District No. 402
Freeman School District No. 358
Garfield School District No. 302
Glenwood School District
Goldendale School District
Grand Coulee Dam School District
Grandview School District No. 200
Granger School District No. 204
Granite Falls School District No. 332

Hawaii

Idaho

Mica Kidd Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain Rides Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Custer Hospital District
North Kootenai Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie-River Library District
Progressive Irrigation District
Raft River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Ross Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
Sam Owen Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Settlers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
South Bannock Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Custer Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southwestern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Warm Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District
West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore County Recreation District
Wilder Irrigation District
Wilder Public Library District
Wilder Rural Fire Protection District

Oregon

Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Santiam Canyon School District No. 129J
Santiam Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District No. 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

Special District

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Aumsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Bandon Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Boring Water District No. 24
Boulder Creek Retreat Special Road District
Brownsville Rural Fire District
Buell-Red Prairie Water District
Bunker Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Cannon Beach Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Chiloquin-Agency Lake Rural Fire Protection District
Christmas Valley Domestic Water Supply District
Christmas Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District
Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District

South Carolina

Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homeland Park Water and Sewer District
James Island Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McColl Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Mitford Water and Sewer District
Mullins Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Saluda County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slater-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Starr-Iva Water and Sewer District
Startex-Jackson-Wellford-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Taylors Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield Stateburg Water District
West Anderson Water District
Westview-Fairforest Fire District
Whitney Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

State

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health
South Carolina Department of Revenue
South Carolina General Services Division
South Carolina Office of Regulatory Staff
South Carolina State Budget and Control Board
South Carolina State Treasurer's Office
State Of South Carolina

Utah

Utah County Housing Authority
Utah Paiute Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Mosquito Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

State

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

Tribal

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

Washington

Grapeview School District No. 54
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Hood Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kahlotus School District No. 56
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No- 406
Lynden School District No. 504
Mabton School District No. 120
Mansfield School District No. 207
Manson School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Meridian School District No. 505
Methow Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Mukilteo School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Naselle-Grays River Valley School District No.165
Nespelem School District No. 14
Newport School District No. 56-415
Nine Mile Falls School District No. 325/179
Nooksack Valley School District No. 506
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Oakesdale School District No. 324
Oakville School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Onion Creek School District No. 30
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65
Oroville School District No. 410
Orting School District No. 344
Othello School District
Palisades School District No. 102
Palouse School District No. 301
Pasco School District No. 1

Hawaii

Idaho

Wilderness Ranch Fire Protection District
Winona Highway District
Worley Fire District
Worley Highway District

State

Idaho Department of Administration
Idaho Department of Health and Welfare
State Of Idaho

Tribal

Coeur d'Alene Tribe
Kootenai Tribe of Idaho
Nez Perce Tribal Enterprises
Nez Perce Tribe
Shoshone-Bannock Tribes

Oregon

Colton Fire District
Colton Water District
Columbia Corridor Drainage Districts Joint Contracting Authority
Columbia Health District
Columbia Improvement District
Columbia River People's Utility District
Columbia Soil and Water Conservation District
Coos County Airport District
Coos County Library Service District
Coquille Indian Housing Authority
Coquille Valley Hospital District
Corbett Water District
Corvallis Rural Fire Protection District
Cove Rural Fire Protection District
Crooked River Ranch Rural Fire Protection District
Crooked River Ranch Special Road District
Curry Health District
Curry Public Library District
Dallas Cemetery District No. 4
Dean Minard Water District
Dee Rural Fire Protection District
Deschutes County 911 Service District
Deschutes County Rural Fire District No. 1
Deschutes Valley Water District
Devils Lake Water Improvement District
Dexter Rural Fire Protection District
Douglas County Fire District No. 2
Douglas County Housing Authority
Douglas Soil and Water Conservation District
Drakes Crossing Rural Fire Protection District
Dufur Recreation District
Eagle Valley Soil and Water Conservation District
East Fork Irrigation District
East Multnomah Soil and Water Conservation District
East Umatilla County Health District
East Valley Water District
Echo Rural Fire District
Elsie-Vinemaple Rural Fire Protection District No. 11
Emerald People's Utility District
Estacada Rural Fire District No. 69
Fairview Water District
Falcon Cove Beach Water District
Farmers Irrigation District
Gardiner Sanitary District
Gaston Rural Fire District
Gates Rural Fire Protection District
Gearhart Rural Fire Protection District
Glendale Rural Fire Protection District
Gleneden Sanitary District
Goshen Fire District
Government Camp Sanitary District
Grand Ronde Sanitary District
Grant County Transportation District
Grant Soil and Water Conservation District
Grants Pass Irrigation District
Green Sanitary District
Hahlen Road Special District
Halsey-Shedd Rural Fire Protection District
Hamlet Rural Fire Protection District
Harbor Sanitary District
Harbor Water Public Utility District
Harney District Hospital
Harney Soil and Water Conservation District
Harriman Rural Fire Protection District
Hazeldell Rural Fire Protection District
Hebo Joint Water and Sewer Authority
Heceta Water District
Hermiston Cemetery District
Hermiston Fire and Emergency Services District
Hermiston Irrigation District
Hood River County Library District
Hood River County Transportation District
Hood River Valley Parks and Recreation District
Hoodland Fire District No. 74
Hubbard Rural Fire Protection District
Ice Fountain Water District
Illinois Valley Rural Fire Protection District
Ione Rural Fire Protection District
Irrigon Community Park and Recreation Maintenance District
Jackson County Airport Authority
Jackson County Fire District No. 3
Jackson County Fire District No. 5
Jackson County Housing Authority
Jackson County Library District
Jackson County Vector Control District
Jackson Soil and Water Conservation District
Jefferson Rural Fire Protection District
John Day/Canyon City Parks and Recreation District
Junction City Rural Fire Protection District
Juniper Flat Rural Fire Protection District
Keating Soil and Water Conservation District
Keizer Rural Fire Protection District
Keno Fire Protection District
Kernville-Gleneden Beach-Lincoln Beach Water District

South Carolina

Township

Township of Grand Meadow

Tribal

Catawba Indian Nation

Utah

Washington

Pateros School District
Paterson School District No. 50
Pe Ell School District No. 301
Peninsula School District
Pioneer School District No. 402
Pomeroy School District No. 110
Port Angeles School District No. 121
Port Townsend School District No. 50
Prescott School District No. 402-37
Pride Prep Schools
Prosser School District No. 116
Puget Sound Educational Service District
Pullman School District No. 267
Puyallup School District No. 3
Queets-Clearwater School District No. 20
Quilcene School District No. 48
Quillayute Valley School District No. 402
Quincy School District No. 144
Rainier School District No. 307
Raymond School District No. 116
Reardan-Edwall School District
Renton School District No. 403
Republic School District
Richland School District No. 400
Ridgefield School District No. 122
Ritzville School District
Riverside School District
Riverview School District No. 407
Rochester School District
Rosalia School District No. 320
Royal School District
San Juan Island School District No. 149
Satsop School District No. 104
Seattle Public Schools
Sedro-Woolley School District No. 101
Selah School District No. 119
Selkirk School District No. 70
Sequim School District No. 323
Shaw Island School District No. 10
Shelton School District No. 309
Shoreline School District No. 412
Skykomish School District
Snohomish School District No. 201
Snoqualmie Valley School District No. 410
Soap Lake School District No. 156
South Bend School District No. 118
South Kitsap School District No. 402
South Whidbey School District No. 206
Southside School District
Spokane Public Schools
Sprague School District
St. John School District No. 322
Stanwood-Camano School District No. 401
Steilacoom Historical School District No. 1
Steptoe School District No. 304
Stevenson-Carson School District No. 303
Sultan School District No. 311
Summit Valley School District 202
Sumner School District No. 320
Sunnyside School District No. 201
Tacoma School District No. 10
Taholah School District No. 77
Tahoma School District No. 409
Tekoa School District No. 265
Tenino School District No. 402
Thorp School District No. 400
Toledo School District No. 237
Tonasket School District
Toppenish School District No. 202
Touchet School District No. 300
Toutle Lake School District No. 130
Trout Lake School District No. R-400
Tukwila School District No. 406
Tumwater School District No. 33
Union Gap School District No. 2
University Place School District No. 83
Valley School District
Valley School District No. 70
Vancouver School District No. 37
Vashon Island School District No. 402
Wahkiakum School District No. 200
Wahluke School District No. 73
Waitsburg School District
Walla Walla School District No. 140
Wapato School District No. 207
Warden School District No. 146-161
Washington Schools Risk Management Pool
Washington State Educational Service District
Washougal School District
Washtucna School District
Waterville School District No. 209
Wellpinit School District
Wenatchee School District No. 246
West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			**Special District**
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Malheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		Mid-County Cemetery Maintenance District			Bellingham Housing Authority
		Middle Fork Irrigation District			Bellingham Public Development Authority
		Miles Crossing Sanitary Sewer District			Benton County Diking District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 1
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 2
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 4
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 5
		Molalla River Improvement District			Benton County Fire Protection District No. 6
		Molalla Rural Fire Protection District No. 73			Benton County Mosquito Control District
		Monroe Rural Fire Protection District			Benton County Public Utility District No. 1
		Morrow County Health District			Benton Irrigation District
		Mountain View Hospital District			Benton-Franklin Health District
		Mt. Angel Fire District			Beverly Water District
		Multnomah County Drainage District No. 1			Birch Bay Water and Sewer District
		Multnomah County Rural Fire Protection District No. 10			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 14			Bremerton Housing Authority
		Nesika Beach-Ophir Water District			Buckhannon-Upshur County Airport Authority
		Neskowin Regional Sanitary Authority			Burbank Irrigation District No. 4
		Neskowin Regional Water District			Carnhope Irrigation District No 7
		Nestucca Rural Fire Protection District			Cascadia Conservation District
		Netarts Oceanside Sanitary District			Cedar River Water and Sewer District
		Netarts-Oceanside Rural Fire Protection District			Central Klickitat County Park and Recreation District
		North Bay Rural Protection Fire District			Central Pierce Fire and Rescue District No. 6
		North Bend City/Coos-Curry Housing Authority			Central Puget Sound Regional Transit Authority
		North Central Public Health District			Central Valley Ambulance Authority
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 1
		North County Recreation District			Chelan County Fire District No. 3
		North Gilliam Cemetery District			Chelan County Fire District No. 5
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 6
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 7
		North Powder Rural Fire Protection District			Chelan County Fire District No. 8
		North Sherman County Rural Fire Protection District			Chelan County Fire District No. 9
		North Unit Irrigation District			Chelan County Public Hospital District No. 1
		Northeast Oregon Housing Authority			Chelan County Public Utility District No. 1
		Northern Wasco County Park and Recreation District			Chelan County/Wenatchee Housing Authority
		Northern Wasco County People's Utility District			Chelan-Douglas Health District
		Northwest Oregon Housing Authority			Chinook Water District
		Nyssa Road Assessment District No. 2			Chuckanut Community Forest Park District
		Nyssa Rural Fire Protection District			Clallam Conservation District
		Oak Hill Sanitary District			Clallam County Fire District No. 2
		Oak Lodge Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Water District			Clallam County Fire District No. 6
		Oceanside Water District			Clallam County Fire Protection District No. 1
		Ochoco West Sanitary District			Clallam County Fire Protection District No. 3
		Odell Sanitary District			Clallam County Fire Protection District No. 4
		Ontario Library District			Clallam County Hospital District No. 1
		Oregon Fire Districts Association			Clallam County Housing Authority
		Oregon Infrastructure Finance Authority			Clallam County Parks and Recreation District No. 1
		Oregon Trail Library District			Clallam County Public Hospital District No. 2
		Oregon Water Wonderland Unit II Sanitary District			Clallam County Public Utility District No. 1
		Owyhee Irrigation District			Clark County Fire District No. 10
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 11
		Pacific Communities Health District			Clark County Fire District No. 13
		Palatine Hill Water District			Clark County Fire District No. 5
		Peninsula Drainage District No. 1			Clark County Fire Protection District No. 3
		Peninsula Drainage District No. 2			Clark County Fire Protection District No. 6
		Pilot Rock Fire Protection District			Clark County Public Utility District No. 1
		Pine Grove Rural Fire Protection District			Clark Regional Wastewater District
		Pleasant Hill Rural Fire Protection District			Cline Irrigation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District			Clinton Water District
		Polk County Fire District No- 1			Coal Creek Utility District
		Polk County Housing Authority			Columbia Conservation District
		Polk Soil and Water Conservation District			Columbia County Fire District No. 3
		Portland Metropolitan Area Water District			Columbia County Public Hospital District No. 1
		Public Procurement Authority			Columbia County Rural Library District
		Rainbow Water District			Columbia Irrigation District
		Raleigh Water District			Columbia Valley Water District
		Redmond Area Park and Recreation District			Colville Indian Housing Authority
		Riddle Rural Fire District			Consolidated Irrigation District No. 14
		River Forest Acres Special Road District			Covington Water District
		River Road Park and Recreation District			Cowiche Sewer District
		Rivergrove Water District			Cowlitz County Cemetery District No. 2
		Roads End Sanitary District			Cowlitz County Fire District No. 6
		Roberts Creek Water District			Cowlitz County Public Utility District No. 1
		Rockwood Water People's Utility District			Cowlitz Transit Authority
		Rogue River Cemetery Maintenance District			Cross Valley Water District
		Rogue Valley Transportation District			Dallesport Water District
		Roseburg Urban Sanitary Authority			Douglas County Fire District No. 2
		Sable Drive Road District			Douglas County Fire Protection District No. 5
		Salem Area Mass Transit District			Douglas County Public Utility District No. 1
		Salem Housing Authority			Douglas County Sewer District No. 1
		Salem-Keizer Transit District			Douglas-Okanogan County Fire District No. 15
		Santa Clara Rural Fire Protection District			East Columbia Basin Irrigation District
		Santiam Water Control District			East Gig Harbor Water District
		Scappoose Rural Fire District			East Lewis County Public Development Authority
		Scio Rural Fire District			East Pierce Fire and Rescue District No. 22
		Scottsburg Rural Fire District			East Spokane Water District No. 1
		Seal Rock Fire District			East Wenatchee Water District
		Seal Rock Water District			Eastmont Metropolitan Park District
		Shangri-La Water District			Eastsound Sewer and Water District
		Shasta View Irrigation District			Edmonds Public Facilities District
		Siletz Rural Fire Protection District			Ellensburg Business Development Authority
		Silverton Fire District			Enterprise Cemetery District No. 7
		Sisters-Camp Sherman Rural Fire Protection District			Entiat Irrigation District
		Siuslaw Public Library District			Everett Housing Authority
		South Clackamas Transportation District			Everett Public Facilities District
		South Suburban Sanitary District			Evergreen Water-Sewer District No. 19
		Southern Curry Cemetery Maintenance District			Fall City Water District
		Southwest Lincoln County Water District			Ferry County Public Utility District No. 1
		Spring River Special Road District			Ferry/Okanogan County Fire Protection District No. 13
		Springfield Utility District			Fisherman Bay Sewer District
		Stanfield Fire District No. 7-402			Foster Creek Conservation District
		Stayton Fire District			Four Lakes Water District No. 10
		Suburban East Salem Water District			Franklin Conservation District
		Sunrise Water Authority			Franklin County Cemetery District No. 2
		Sunset Empire Transportation District			Franklin County Fire District No. 1
		Swalley Irrigation District			Franklin County Fire Protection District No. 3
		Sweet Home Fire and Ambulance District			Franklin County Irrigation District No. 1
		Talent Irrigation District			Franklin County Public Utility District No. 1
		Terrebonne Domestic Water District			Freeland Water and Sewer District
		Three Sisters Irrigation District			Ft. Worden Public Development Authority
		Tillamook County Transportation District			Gardena Farms Irrigation District No. 13
		Tillamook People's Utility District			Goforth Special Utility District
		Tiller Rural Fire District			Grand Coulee Project Hydroelectric Authority
		Toledo Rural Fire Protection District			Grandview Irrigation District
		Tri City Rural Fire District No. 4			Grant County Airport District No. 1
		Tri City Water District			Grant County Fire District No. 10
		Tri-City Service District			Grant County Fire District No. 11
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 3
		Tualatan Hills Park and Recreation District			Grant County Fire District No. 4
		Tualatin Hills Park and Recreation District			Grant County Fire District No. 7
		Tualatin Valley Irrigation District			Grant County Fire Protection District No. 5
		Tualatin Valley Water District			Grant County Housing Authority
		Tumalo Irrigation District			Grant County Mosquito Control District No. 1
		Twin Rocks Sanitary District			Grant County Mosquito District No. 2
		Umatilla County Housing Authority			Grant County Port District No. 4
		Umatilla Hospital District			Grant County Port District No. 6
		Umatilla Land Redevelopment Authority			Grant County Port District No. 7
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 1
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 2
		Umatilla Rural Fire Protection District			Grant County Public Hospital District No. 3
		Union Cemetery District			Grant County Public Hospital District No. 4
		Vale Oregon Irrigation District			Grant County Public Utility District No. 2
		Valley View Water District			Grant Transit Authority
		Vandevert Acres Special Road District			Grays Harbor Conservation District
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 1
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 12
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 14
		Wamic Water and Sanitary Authority			Grays Harbor County Fire Protection District No. 2
		Warm Springs Housing Authority			Grays Harbor County Fire Protection District No. 7
		Wasco County Soil and Water Conservation District			Grays Harbor County Housing Authority
		Washington County Fire District No. 2			Grays Harbor County Water District No. 1
		Washington County Housing Authority			Grays Harbor County Water District No. 2
		Water Wonderland Improvement District			Grays Harbor Drainage District No. 1
		Wedderburn Sanitary District			Grays Harbor Fire District No. 10
		West Slope Water District			Grays Harbor Historical Seaport Authority
		West Valley Housing Authority			Grays Harbor Public Utility District No. 1
		Western Lane Ambulance District			Grays Harbor Transportation Authority
		Westport Wauna Rural Fire Protection District			Greater Wenatchee Irrigation District
		Westwood Hills Road District			Greater Wenatchee Regional Events Center Public Facilities District
		Wiard Memorial Park District			Green Tank Irrigation District No. 11
		Wickiup Water District			Hartstene Pointe Water-Sewer District
		Willamalane Park and Recreation District			Highland Water District

Hawaii

Idaho

Oregon

Williams Rural Fire Protection District
Willow Creek Park District
Winchester Bay Sanitary District
Winston-Dillard Fire District
Winston-Dillard Water District
Woodburn Rural Fire Protection District
Yamhill County Housing Authority
Yamhill Fire Protection District
Youngs River-Lewis and Clark Water District

State

Oregon Department of Administrative Services
Oregon Department of Revenue
Oregon Health Licensing Agency
Oregon Higher Education Coordinating Commission
Oregon Secretary of State
Oregon State Board of Nursing
State of Oregon

Tribal

Burns Paiute Tribe
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
Confederated Tribes of Grand Ronde Community
Confederated Tribes of Siletz Indians
Confederated Tribes of the Umatilla Indian Reservation
Confederated Tribes of the Warm Springs
Coquille Indian Tribe
Klamath Tribes

South Carolina

Utah

Washington

Highlands Sewer District
Highline Water District
Historic Seattle Preservation and Development Authority
Holmes Harbor Sewer District
Hunters Water District
Hydro Irrigation District No. 9
Icicle Irrigation District
Inchelium Water District
Irvin Water District No. 6
Island County Fire District No. 3
Island County Fire Protection District No. 1
Island County Housing Authority
Jefferson County Conservation District
Jefferson County Fire District No. 5
Jefferson County Fire Protection District No. 1
Jefferson County Fire Protection District No. 3
Jefferson County Public Utility District No. 1
Jefferson County Water District No. 3
Jefferson Transit Authority
Juniper Beach Water District
Kapowsin Water District
Kelso Housing Authority
Kennewick Housing Authority
Kennewick Irrigation District
Kennewick Public Facilities District
Kennewick Public Hospital District
Kent Fire Department Regional Fire Authority
Key Peninsula Metro Parks District
King County Airport District No. 1
King County Ferry District
King County Fire Protection District No. 16
King County Fire Protection District No. 2
King County Fire Protection District No. 20
King County Fire Protection District No. 25
King County Fire Protection District No. 27
King County Fire Protection District No. 28
King County Fire Protection District No. 34
King County Fire Protection District No. 37
King County Fire Protection District No. 40
King County Fire Protection District No. 43
King County Fire Protection District No. 44
King County Fire Protection District No. 45
King County Fire Protection District No. 47
King County Fire Protection District No. 50
King County Flood Control District
King County Hospital District No. 4
King County Housing Authority
King County Public Hospital District No. 1
King County Public Hospital District No. 2
King County Water District No. 1
King County Water District No. 111
King County Water District No. 117
King County Water District No. 119
King County Water District No. 125
King County Water District No. 19
King County Water District No. 20
King County Water District No. 45
King County Water District No. 49
King County Water District No. 54
King County Water District No. 90
Kitsap Conservation District
Kitsap County Consolidated Housing Authority
Kitsap County Fire District No. 18
Kitsap County Public Utility District No. 1
Kitsap County Rural Library District
Kitsap Public Health District
Kittitas County Conservation District
Kittitas County Fire District No. 2
Kittitas County Fire Protection District No. 7
Kittitas County Hospital District No. 2
Kittitas County Housing Authority
Kittitas County Public Utility District No. 1
Kittitas County Water District No. 5
Kittitas County Water District No. 6
Kittitas County Water District No. 7
Klickitat County Fire District No. 14
Klickitat County Fire District No. 15
Klickitat County Fire District No.1
Klickitat County Fire Protection District No. 4
Klickitat County Fire Protection District No. 5
Klickitat County Port District No. 1
Klickitat County Public Hospital District No. 1
Klickitat County Public Hospital District No. 2
Klickitat County Public Utility District No. 1
Lacey Fire District 3
Lake Chelan Reclamation District
Lake Chelan Sewer District
Lake Forest Park Water District
Lake Stevens Sewer District
Lake Wenatchee Water District
Lake Whatcom Water and Sewer District
Lakehaven Utility District
Lakewood Water District
Lenora Water and Sewer District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lewis County Conservation District
					Lewis County Fire District No. 1
					Lewis County Fire District No. 11
					Lewis County Fire District No. 13
					Lewis County Fire District No. 18
					Lewis County Fire District No. 9
					Lewis County Fire Protection District No. 14
					Lewis County Fire Protection District No. 16
					Lewis County Fire Protection District No. 2
					Lewis County Fire Protection District No. 5
					Lewis County Fire Protection District No. 6
					Lewis County Fire Protection District No. 8
					Lewis County Hospital District No. 1
					Lewis County Public Facilities District
					Lewis County Public Utility District No. 1
					Lewis County Water District No. 1
					Lewis County Water District No. 3
					Lewis Public Transportation Benefit Area Authority
					Liberty Lake Sewer and Water District
					Lincoln County Fire District No. 1
					Lincoln County Fire District No. 4
					Lincoln County Fire Protection District No. 5
					Lincoln County Fire Protection District No. 6
					Lincoln County Fire Protection District No. 8
					Lincoln County Hospital District No. 3
					Lincoln-Adams County Fire Protection District No. 3
					Longview Housing Authority
					Lopez Island Library District
					Lower Elwha Housing Authority
					Lower Squilchuck Irrigation District
					Lummi Housing Authority
					Lummi Tribal Sewer and Water District
					Makah Housing Authority
					Malaga Water District
					Manchester Water District
					Manson Park and Recreation District
					Marshland Flood Control District
					Marysville Fire District
					Mason Conservation District
					Mason County Fire District No. 13
					Mason County Fire District No. 17
					Mason County Fire District No. 2
					Mason County Fire District No. 4
					Mason County Fire Protection District No. 5
					Mason County Fire Protection District No. 8
					Mason County Housing Authority
					Mason County Public Hospital District No. 1
					Mason County Public Utility District No. 1
					Mason County Public Utility District No. 3
					Mason County Transit Authority
					Methow Valley Irrigation District
					Mid-Columbia Library District
					Midway Sewer District
					Moab Irrigation District No. 20
					Moses Lake Irrigation and Rehabilitation District
					Mukilteo Water and Wastewater District
					Naches-Selah Irrigation District
					North Beach Water District
					North Central Washington Economic Development District
					North City Water District
					North County Regional Fire Authority
					North Highline Fire District
					North Perry Avenue Water District
					North Whidbey Park and Recreation District
					Northeast Sammamish Sewer and Water District
					Northshore Utility District
					Northwest Park and Recreation District No. 2
					Okanogan Conservation District
					Okanogan County Cemetery District No. 4
					Okanogan County Fire District No. 6
					Okanogan County Fire Protection District No. 11
					Okanogan County Housing Authority
					Okanogan County Public Hospital District No. 3
					Okanogan County Public Hospital District No. 4
					Okanogan County Public Utility District No. 1
					Okanogan Fire Protection District No. 16
					Okanogan Irrigation District
					Olympic View Water and Sewer District
					Olympus Terrace Sewer District
					Orcas Island Library District
					Orchard Avenue Irrigation District No. 6
					Oroville Housing Authority
					Oroville-Tonasket Irrigation District
					Othello Housing Authority
					Pacific Conservation District
					Pacific County Fire District No. 2
					Pacific County Fire Protection District No. 1
					Pacific County Fire Protection District No. 3
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peshastin Irrigation District
					Peshastin Water District
					Pierce Conservation District
					Pierce County Fire District No. 13
					Pierce County Fire District No. 16
					Pierce County Fire District No. 18
					Pierce County Fire District No. 23
					Pierce County Fire District No. 27
					Pierce County Fire District No. 3
					Pierce County Fire District No. 5
					Pierce County Fire District No. 8
					Pierce County Fire Protection District No. 14
					Pierce County Fire Protection District No. 2
					Pierce County Fire Protection District No. 21
					Pierce County Housing Authority
					Pike Place Market Preservation and Development Authority
					Point Roberts Water District No. 4
					Ponderay Shores Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 3
					Public Utility District No- 1
					Puyallup Tribal Health Authority
					Quileute Housing Authority
					Quinault Housing Authority
					Quincy-Columbia Basin Irrigation District
					Renton Housing Authority
					Richland Housing Authority
					Richland Public Facilities District
					Ronald Wastewater District
					Roza Irrigation District
					Sacheen Lake Sewer and Water District
					Sammamish Plateau Water and Sewer District
					San Juan Island Library District
					Saratoga Water District
					Scatchet Head Water District
					Seattle Chinatown International District Preservation and Development Author
					Seattle Housing Authority
					Seattle Southside Regional Tourism Authority
					Selah-Moxee Irrigation District
					Si View Metropolitan Park District
					Silver Lake Flood Control District
					Silver Lake Water And Sewer District
					Silverdale Water District
					Skagit Conservation District
					Skagit County Cemetery District No. 2
					Skagit County Fire District No. 10
					Skagit County Fire District No. 11
					Skagit County Fire District No. 15
					Skagit County Fire District No. 9
					Skagit County Fire Protection District No. 13
					Skagit County Fire Protection District No. 14
					Skagit County Fire Protection District No. 2
					Skagit County Fire Protection District No. 3
					Skagit County Fire Protection District No. 4
					Skagit County Fire Protection District No. 5
					Skagit County Fire Protection District No. 8
					Skagit County Housing Authority
					Skagit County Public Hospital District No. 1
					Skagit County Public Hospital District No. 2
					Skagit County Public Hospital District No. 304
					Skagit County Public Utility District No. 1
					Skagit County Sewer District No. 1
					Skagit County Sewer District No. 2
					Skagit Valley Public Hospital District No. 1
					Skamania County Fire District No. 1
					Skamania County Fire District No. 4
					Skamania County Public Hospital District No. 1
					Skamania County Public Utility District No. 1
					Skamokawa Water and Sewer District
					Skyway Water and Sewer District
					Snohomish County Fire District No. 15
					Snohomish County Fire District No. 16
					Snohomish County Fire District No. 19
					Snohomish County Fire District No. 26
					Snohomish County Fire District No. 5
					Snohomish County Fire Protection District No. 1
					Snohomish County Fire Protection District No. 17
					Snohomish County Fire Protection District No. 21
					Snohomish County Fire Protection District No. 22
					Snohomish County Fire Protection District No. 25
					Snohomish County Fire Protection District No. 28
					Snohomish County Fire Protection District No. 3
					Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority
					Snohomish County Public Hospital District No. 1
					Snohomish County Public Hospital District No. 2
					Snohomish County Public Utility District No. 1
					Snohomish Health District
					Snohomish River Regional Water Authority
					Snoqualmie Valley Hospital District
					South Columbia Basin Irrigation District
					South Correctional Entity Public Development Authority
					South Naches Irrigation District
					South Whatcom Fire Authority
					South Whidbey Parks and Recreation District
					South Yakima Conservation District
					Southwest Suburban Sewer District
					Spokane Conservation District
					Spokane County Fire District No. 12
					Spokane County Fire District No. 2
					Spokane County Fire District No. 4
					Spokane County Fire Protection District No. 10
					Spokane County Fire Protection District No. 11
					Spokane County Fire Protection District No. 13
					Spokane County Fire Protection District No. 3
					Spokane County Fire Protection District No. 5
					Spokane County Fire Protection District No. 8
					Spokane County Fire Protection District No. 9
					Spokane County Library District
					Spokane County Water District No. 3
					Spokane Housing Authority
					Spokane Indian Housing Authority
					Spokane Public Facilities District
					Spokane Regional Health District
					Spokane Transit Authority
					Startup Water District
					Steptoe Sewer District No. 1
					Stevens County Fire District No. 2
					Stevens County Fire District No. 6
					Stevens County Fire Protection District No. 1
					Stevens County Fire Protection District No. 10
					Stevens County Fire Protection District No. 12
					Stevens County Fire Protection District No. 5
					Stevens County Public Utility District No. 1
					Stevens County Rural Library District
					Stevens Pass Sewer District
					Sun Harbor Water District No. 3
					Sunnyside Housing Authority
					Sunnyside Valley Irrigation District
					Sunnyslope Water District
					Swinomish Housing Authority
					Tacoma Community Redevelopment Authority
					Tacoma Housing Authority
					Tacoma Metropolitan Park District
					Terrace Heights Sewer District
					Thea Foss Waterway Development Authority
					Three Rivers Regional Wastewater Authority
					Thurston Conservation District
					Thurston County Fire District No. 12
					Thurston County Fire District No. 4
					Thurston County Fire District No. 9
					Thurston County Fire Protection District No. 3
					Thurston County Fire Protection District No. 5
					Thurston County Fire Protection District No. 6
					Thurston County Fire Protection District No. 8
					Thurston County Housing Authority
					Thurston County Public Utility District No. 1
					Tri-County Economic Development District
					Tukwila Metropolitan Park District
					Underwood Conservation District
					Union Gap Irrigation District
					Val Vue Sewer District
					Valley Regional Fire Authority
					Valley View Sewer District
					Valley Water District
					Vancouver Housing Authority
					Vashon Park District
					Wahkiakum County Public Utility District No. 1
					Wahkiakum Fire Protection District No. 1
					Wahkiakum Port District No. 1
					Walla Walla County Fire Protection District No. 1
					Walla Walla County Fire Protection District No. 3
					Walla Walla County Fire Protection District No. 4
					Walla Walla County Fire Protection District No. 5
					Walla Walla County Fire Protection District No. 8
					Walla Walla County Rural Library District
					Walla Walla Housing Authority
					Wallula Water District No. 1
					Washington State Convention Center Public Facilities District
					Washington State Major League Baseball Stadium Public Facilities District
					Washington State Tobacco Settlement Authority
					Water District 19
					Wells Ranch Irrigation District
					Wenatchee Reclamation District
					Wenatchee-Chiwawa Irrigation District
					West Sound Utility District
					Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1
					Whatcom County Fire District No. 11
					Whatcom County Fire District No. 14
					Whatcom County Fire District No. 16
					Whatcom County Fire District No. 17
					Whatcom County Fire District No. 4
					Whatcom County Fire District No. 5
					Whatcom County Fire District No. 7
					Whatcom County Fire District No. 8
					Whatcom County Public Utility District No. 1
					Whatcom County Water District No. 12
					Whatcom County Water District No. 13
					Whatcom County Water District No. 2
					Whatcom County Water District No. 7
					Whatcom Transportation Authority
					Whidbey Island Public Hospital District
					Whitestone Reclamation District
					Whitman County Fire District No. 11
					Whitman County Fire Protection District No. 12
					Whitman County Fire Protection District No. 14
					Whitman County Fire Protection District No. 7
					Whitman County Public Hospital District No. 3
					Whitman County Rural Library District
					Whitworth Water District No. 2
					Willapa Valley Water District
					William Shore Memorial Pool District
					Williams Lake Sewer District No. 2
					Wine Science Center Development Authority
					Wollochet Harbor Sewer District
					Woodinville Water District
					Yakima County Fire District No. 1
					Yakima County Fire District No. 3
					Yakima County Fire District No. 4
					Yakima County Fire District No. 5
					Yakima County Fire District No. 6
					Yakima County Fire Protection District No. 12
					Yakima County Fire Protection District No. 14
					Yakima County Mosquito Control District
					Yakima Housing Authority
					Yakima Regional Clean Air Authority
					Yakima Rural County Library District
					Yakima-Tieton Irrigation District
					State
					North Seattle Community College
					Seattle Colleges
					State Of Washington
					Washington State Department of Enterprise Services
					Washington State Department of Health
					Washington State Department of Social and Health Services
					Washington State Health Care Authority
					Tribal
					Columbia River Inter-Tribal Fish Commission
					Confederated Tribes of the Chehalis Reservation
					Confederated Tribes of the Colville Reservation
					Confederated Tribes of the Yakama Nation
					Cowlitz Indian Tribe
					Hoh Indian Tribe
					Jamestown S'Klallam Tribe
					Kalispel Tribe of Indians
					Lower Elwha Klallam Tribe
					Lummi Indian Nation
					Makah Tribe
					Muckleshoot Indian Tribe
					Nisqually Indian Tribe
					Nooksack Indian Tribe
					Port Gamble S'Klallam Tribe
					Puyallup Tribe of Indians
					Quileute Indian Tribe
					Quinault Indian Nation
					Samish Indian Nation
					Sauk-Suiattle Indian Tribe
					Skokomish Indian Tribe
					Snoqualmie Indian Tribe
					Spokane Tribe
					Squaxin Island Tribe
					Stillaguamish Tribe of Indians
					Suquamish Tribe
					Swinomish Indian Tribal Community
					Tulalip Tribes
					Upper Skagit Indian Tribe
					Yakama Nation Land Enterprise

Appendix C - Political Subdivision List for

Virginia

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Northampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Amelia County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castlewood Water and Sewage Authority	Charlotte County Public Schools	Charlotte County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Mary Washington		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia Foundation		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appomattox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Bedford	Dinwiddie County Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boones Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Lee County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisa County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheriton	Halifax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Claremont	Hampton Roads Regional Jail Authority	Lexington City Schools	Northumberland County			
Town of Clarksville	Hampton Roads Sanitation District	Loudoun County Public Schools	Nottoway County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Coeburn	James River Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Craigsville	Lee County Public Service Authority	Middlesex County Public Schools	Prince William County			
Town of Crewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dillwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools	Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Russell County			
Town of Dungannon	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Exmore	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Gate City	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince George County Public Schools	Tazewell County			
Town of Glasgow	Norfolk Airport Authority	Prince William County Schools	Tri-County Lake Administrative Commission			
Town of Glen Lyn	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Radford City Schools	Washington County			
Town of Goshen	Northern Neck Planning District Commission	Rappahannock County Public Schools	Westmoreland County			
Town of Gretna	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Grottoes	Northern Virginia Transportation Authority	Richmond County Public Schools	Wythe County			
Town of Halifax	Northwestern Regional Jail Authority	Roanoke City Public Schools	York County			
Town of Hamilton	NRV Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Pamunkey Regional Jail Authority	Rockbridge County Schools				
Town of Haysi	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Herndon	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Honaker	Peumansend Creek Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jonesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kenbridge	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keysville	Radford Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Louisa	Region 2000 Services Authority	Warren County Public Schools				
Town of Lovettsville	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Marion	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middletown	Richmond Regional Planning District Commission	Williamsburg-James City County Public Schools				
Town of Mineral	Rivanna Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Rivanna Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Riverside Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Narrows	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Onancock	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parksley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Pennington Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Pound	Southeastern Public Service Authority					
Town of Pulaski	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock-Essex County Airport Authority					
Town of Ridgeway	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazwell County Public Service Authority					
Town of Saltville	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Toms Brook-Maurertown Sanitary District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vint Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsulas Public Service Authority					
Town of Tangier	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Carolina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbanna	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Wired Road Authority					
Town of West Point	Wise County Public Service Authority					
Town of White Stone	Wise County Redevelopment and Housing Authority					
Town of Windsor	Woodway Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

ADDENDUM ONE (1)
To that certain
NJPA RFP #122017
Issued by
National Joint Powers Alliance®
For the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

Consider the following to be part of the above-titled RFP: Question and Answer.

QUESTION: Are sewer pipeline inspection cameras within the scope?

> **ANSWER:** Yes, as equipment or an accessory used in the cleaning of sewer lines, sewer pipeline inspection cameras are within the scope of this RFP.

Acknowledgment of Addendum One (1) to RFP 122017 emailed on December 7, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: ATLANTIC MACHINERY, INC.

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
		NO EXCEPTIONS TAKEN	

Proposer's Signature: [illegible] **Date:** 12/17/17

NJPA's clarification on exceptions listed above:

Review and Approved:

2/6/18

NJPA Legal Department

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, 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: ATLANTIC MACHINERY, INC Date: 12/17/17

Company Address: 2628 GARFIELD AVE.

City: SILVER SPRING State: MD Zip: 20910

CAGE Code/Duns & Bradstreet Number: 0S034 DUNS# 05-7367484

Contact Person: MJ DUBOIS Title: CONTRACTS ADMINISTRATOR

Authorized Signature: MJ Dubois M.J. DUBOIS
(Name printed or typed)

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 #: 122017-AMI

Proposer's full legal name: Atlantic Machinery, Inc.

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 February 20, 2018 and will expire on February 20, 2022 (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 February 19, 2018

NJPA Contract # 122017-AMI

Vendor Authorized Signatures:

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

Vendor Name Atlantic Machinery, Inc.

Authorized Signatory's Title Contract Administrator

M. J. DuBois
VENDOR AUTHORIZED SIGNATURE

M J DuBois
(NAME PRINTED OR TYPED)

Executed on February 21, 2018

NJPA Contract # 122017-AMI

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 otherwise agreed 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]

Company Name: ATLANTIC MACHINERY, INC.

Address: 2628 GARFIELD AVE.

City/State/Zip: SILVER SPRING, MD 20910

Telephone Number: 301-585-0800

E-mail Address: MJDUBOIS@ATLANTIC MACHINERYINC.COM

Authorized Signature: Mary Julia DuBois

Authorized Name (printed): MJ DUBOIS

Title: CONTRACTS ADMINISTRATOR

Date: 12/15/2017

Notarized

Subscribed and sworn to before me this 14th day of December, 2017

Notary Public in and for the County of Dorchester State of MD

My commission expires: 06/06/2021

Signature: Jane Ruder

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: ATLANTIC MACHINERY, INC.

Questionnaire completed by: MJ DUBOIS

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? Terms for all items are Net 30. The Certificate of Origin for truck mounted equipment will be transferred to the customer after receipt of payment in full.
2) 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?.
   We do have municipal and non-profit leasing available thru a third party vendor if there is Member interest. We are not quoting rates or terms for leasing, however it should be known to Members that we have this service available to them. We will also work with any leasing agency of Member's choice.

3) 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. The customer or dealer will contact Atlantic Machinery, M.J. DuBois, for initial information, contract questions, and ordering item/s. Atlantic Machinery, Inc. will provide the customer/dealer with a quotation meeting the NJPA Contract requirements, receive the customer Purchase Order, order the unit/s from the manufacturer, fill the order, ship the order to the local dealer for pre-delivery inspection and test, the local dealer will then deliver the unit, train on the unit and Atlantic Machinery will invoice for the item/s to the customer. The local dealer will receive the proceeds of a sale in their prospective territory; this encourages contract participation. Atlantic Machinery will be the single source for the NJPA Contract sale and reporting sales to NJPA.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? We do not accept the P-card procurement for the purchase of items proposed in this contract.

Warranty

5) Describe in detail your manufacturer 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.

   - Do your warranties cover all products, parts, and labor?
     Please see attached Warranty Certificates from the proposed manufacturers. Warranty covers all products, parts and labor against manufacturer defect.
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

     Yes, warranties are limited to restrictions of time and usage. All warranties meet or exceed industry norm. Members, if required, must return defective parts and/or materials and will be directed individually. Limitations exist for normal wear and tear parts, vandalism, misuse, and lack of required maintenance. See Warranty Certificates for further details.
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
     Warranty coverage does not include travel time. The customer is responsible to bring in the equipment to a local dealer. The local dealer will then provide the parts and labor for warranty repair. If there is no local dealer available for repair or distance to the dealer is too great, the manufacturers will typically pay the current warranty

hourly rate to the customer for doing an "in-house" repair. This type of repair must be authorized by the manufacturer or local dealer prior to approval. Parts will be provided directly to the customer in these circumstances and will be evaluated on a case by case basis.

- 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?
  Most all of the United States and Canada are covered by local dealerships. We do not expect that there will be any geographic limitations to our coverages. If one does occur and there is no local dealer available for warranty repair, the manufacturer will typically pay the current warranty rate directly to the customer to do an "in-house" repair. If the customer is unable to do the warranty repair, the manufacturer will send out a technician to the customer location to complete the repair. This will be evaluated on a case-by-case basis.
- 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?
  All the manufacturers represented in this response will represent their own product warranties. The proposed manufactures will "quarterback" with the sub-contracted vendors to work thru warranty items to assist the NJPA Member.
- What are your proposed exchange and return programs and policies?
  Because the products that we are offering in this proposal are "Built to Order", there is no return or exchange policy. If we have not built a product to customer specification, we will replace or rebuild the item as required to make the product as specified. We strive for customer satisfaction upon delivery. We are willing to negotiate any issues or problems that exist on a case by case basis.
- Describe any service contract options for the items included in your proposal.
  NJPA Members can contact their local dealer for service contracts for their equipment. We are not offering any service type contracts at this time.

Pricing, Delivery, Audits, and Administrative Fee

6) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Atlantic Machinery, Inc. is a dealership offering only products within the sewer and street cleaning industry. The manufacturer's products we wish to represent on this contract are Vac-Con, Inc., Vector Technologies, LTC and Ravo. The entire product lines for each manufacturer are being proposed. Please find the listing of products available by each manufacturer listed below.

VAC-CON, INC.

- **Truck mounted Combination Jet/Vacuum Sewer Cleaners**
  This machine shall be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner is operated independent of the vacuum system. This machine shall include an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high-pressure water system or for the removal of debris from sewers, sumps, catch basins, digesters, wet wells, etc.
- **Truck mounted Catch Basin Cleaners:**
  This machine is used for removing sand, grit, grease, sludge, stones and other material from catch basins, pumping stations and other facilities. This machine shall have a self-contained water supply. This machine shall include an air conveying system capable of removing debris from catch basins, sumps, digesters, and wet wells and include a sealed body for storage and removal of the collect debris.
- **Truck mounted High Pressure Jet Rodders:**
  This machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by flushing action of high-pressure water. This machine will be equipped with a self-contained, non-corrosive, non-metallic water tank supply as the water source for the high pressure pump.
- **Truck mounted Hydro-Excavators:**
  This machine shall be capable of excavating with high pressure water and/or air and removing all material with a powerful vacuum from depths of up to 60'. This machine shall include a high pressure water pump and water supply tank, a heating system for the water supply tank (if required), and all necessary digging lances. A compressed air system is also available for digging when required. All material excavated shall be loaded into the truck thru a large suction hose and hydraulic support boom. The debris is offloaded by a fully dumping debris tank.

- **Truck mounted Industrial Vacuum Loaders:**
  This machine shall be capable of removing industrial waste from great distances (450'-500'). This machine utilizes an extremely powerful vacuum system and has a very efficient filtration system. Lime, fly ash, and all manner of granular materials are frequently moved by these machines.
- **Vacuum Pumper trucks:**
  Vacuum pumper's are used for cleaning septic systems, portable toilets and grease traps and utilize 3-4" diameter vacuum hose. This type unit consists of a pressurized tank utilizing a rotary vane vacuum pump and typically offload by pressure.

VECTOR

- **Trailer mounted Combination Jet/Vacuum Sewer Cleaners**
  This machine shall be capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high-pressure water. The high-pressure sewer cleaner is operated independent of the vacuum system. This machine shall include an air conveying vacuum system to provide for the simultaneous removal of the debris flushed to the manhole by the high-pressure water system or for the removal of debris from sewers, sumps, catch basins, digesters, wet wells, etc.
- **Trailer mounted High Pressure Jet Rodders:**
  This machine is capable of removing stones, grit, grease, sludge and other debris from sanitary sewer and/or storm drain lines by flushing action of high-pressure water. This machine will be equipped with a self-contained, non-corrosive, non-metallic water tank supply as the water source for the high pressure pump.
- **Trailer mounted Hydro-Excavators:**
  This machine shall be capable of excavating with high pressure water and/or air and removing all material with a powerful vacuum from depths of up to 60'. This machine shall include a high pressure water pump and water supply tank, a heating system for the water supply tank (if required), and all necessary digging lances. A compressed air system is also available for digging when required. All material excavated shall be loaded into the truck thru a large suction hose and hydraulic support boom. The debris is offloaded by a fully dumping debris tank.
- **Trailer mounted Industrial Vacuum Loaders:**
  This machine shall be capable of removing industrial waste from great distances (450'-500'). This machine utilizes an extremely powerful vacuum system and has a very efficient filtration system. Lime, fly ash, and all manner of granular materials are frequently moved by these machines.

RAVO

- **Compact Sweepers**
  Purpose built compact vacuum sweeper, easy to maintain, economical in fuel consumption with the same capacities as a truck mounted sweeper. These sweepers are high on innovation and low on dust.

7) 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.)

   It is our intent to offer a percentage discount from the manufacturer list price to the NJPA on all of the items being proposed in this offer. Each manufacturer's discount will be based on a percentage off of the profit making portion of this award.

   It is our intent to model this discount structure based on our previous NJPA Contract. It is a simple off the list price percentage calculation. We are representing Vac-Con, Vector, Ravo as body manufacturers. These manufacturers mount their products on commercial truck chassis (Except for Ravo). In order to provide the customer with convenience and the best pricing available, we will provide the truck chassis with no profit associated, Pass-Thru Price. This gives the NJPA customers the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. All proposed manufacturers purchase directly from the chassis manufacturer with substantial quantity discounts. We will also allow the customer to supply their own chassis in order for us to mount the body at no additional cost.

8) 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.
   DISCOUNT RANGE FROM 5% TO 10% FROM MSRP

VAC-CON: We are proposing to provide NJPA a 10% discount from the manufacturer's base model list price for the Dual Engine Combo, Single Engine Combo, Industrial Vacuum Unit, and Hydro Excavation Units. We are proposing to provide NJPA with a 5% discount from the manufacturer's base model list price for the Hotshot High Pressure Jets, 3-Yard Combination units and Vacuum Pumper Units.

VECTOR: We are proposing to provide NJPA a 5% discount from Vector's base model list price for all of their products.

RAVO: We are proposing to provide NJPA a 5% discount from Ravo's base model list price.

9) 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.

__X__c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

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

Our entire bid response is based on quantity and volume discounts. We have enjoyed the ability to sell to your Members for the last eight years. We individually price each Member Quote based on option content and quantity.

We will offer additional discounts for volume purchases. We will offer an additional 3% discount off the base unit discounted price for a single Purchase Order and single delivery location for 3 or more units.

11) 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.

It is our intention to cover all items available from each manufacturer on our price lists. We do realize from time to time there may be individual requirements that will not be listed. We will provide any items "specific" to NJPA Members needs that we are able to. The pricing for such items will be discounted based on the same structure that is presented in our profit making products. Prior to accepting an order with Open Market items from an NJPA Member, we will discuss the availability of a specific request and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.

12) 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.

There are several costs not included in the pricing submitted in this proposal. These costs are listed below:
Freight and Delivery: Freight costs will be pre-paid and added to the Members invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed thru to the customer. We will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.
Federal Excise Tax: We are required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax wil be added to the customer invoice as a separate line item. We will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If we are provided a Federal Excise Tax Exemption Certificate, we will not be required to collect this tax.
Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.
Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Our pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would

typically be charged to meet any future EFP standards that may arise. An example of such costs would be in meeting Federal Emission Standards.

Local Dealer Pre-Delivery Inspection: This cost is charged by local dealers to inspect, test and in service the unit prior to delivery. This cost is a pass thru cost to the member.

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

All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges we impose are at a pass thru price. The manufacturers represented have negotiated quantity discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expect to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.

Small shipments will be delivered by UPS. Other freight carriers may be utilized as well. The actual cost of the freight will be passed thru to the Member. Minimal handling fees may be added where special packaging is required.

Delivery of truck mounted units will be pre-paid and added to Member invoice. Both "Drive-A-Way" service and common carrier service will be used. At this time the negotiated rate for drive-away service is $2.50 to $3.50 per mile. The actual cost of the service will be passed thru to the customer.

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

The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes us to deliver via ocean transport, we will pass on the negotiated shipping rates that we will pay to the ocean transport carrier to the Member. It has been our experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, we will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. We strive to provide the equipment as customer specified and to their satisfaction upon delivery.

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

As stated above, we do pass on negotiated, competitively bid freight pricing to our customers.

16) 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.

Due to the unique nature of our proposed contract representation, we build in an automatic audit process. Atlantic Machinery being the proposed Contract Administrator and single source for receipt of Member Purchase Orders, allows for this self-audit process. Atlantic Machinery will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. As in the previous NJPA Contract Award, we will have the ability to account for every sale at time of order. There is no after the fact gathering of information. Atlantic Machinery prepares the quotation for the Member under the Contract guideline. Every NJPA Member quotation delineates the NJPA Contract Number. When a Purchase Order is received, we also require the Purchase Order to reference the contract. This process make it clear for all personnel to recognize that it is an NJPA contract sale. The sale, when received, is booked and accounted for on our NJPA sales list. This makes the end of quarter reporting complete at the actual end of quarter.

As a secondary check, when Atlantic Machinery receives a payment for a unit, we verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.

17) 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 or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose an administrative fee of 1% due to the unique nature and makeup of the products that we intend to represent in this proposed NJPA contract. The components of the proposed products consist of items that are not added for profit

Vac-con market differentiators:

1) The only manufacturer offering a two engine design so that vacuum and jetting each have a separate and independent power source. This also means that a smaller more fuel efficient truck chassis engine (gas and diesel options offered) may be used.
2) The only manufacturer providing standard fully hydrostatic powering of both vacuum and jetting systems allowing the truck chassis to remain in neutral while in operation.
3) Vac-Con's new Aeroboost™ vacuum compressor creates more vacuum at a reduced speed saving fuel and reducing noise emissions. Newly designed air flow creates better material separation in the tank.

Vector market differentiators:

1) All fully welded rectangular tube steel trailer frame and highest quality components such as John Deere and Kubota engines and Roots positive displacement blowers and gates hydraulic components
2) The service provided thru our direct employees and Vac-Con's dealer network.
3) Superior customer application: engineering expertise allowing custom design and build for customer's particular application.

RAVO market differentiators:

1) High capacity (6.5 cu. Yds.) in a small compact package that is not truck mounted.
2) All sweeping done in front of the front wheels so material is swept and vacuumed before it is driven over.
3) High visibility and maneuverability

19) Identify how your products, services and supplies address the scope of this RFP.

All of our represented manufacturer's products, services and supplies are of the highest valued solutions which exceed current and future needs/requirements of your Members. This is demonstrated by their continuous process and product improvement. These manufacturers are the leaders in their industry with "green initiatives" and with constant product development to provide your Members with solutions to their Sewer and Street Cleaning needs today and in the future.

This response offers a wide range of products to your Members environmental equipment needs and will provide solutions for every Member's application within the scope of this Contract.

Signature: _____ **Date:** 12/13/17

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 #: 122017-AMI

Proposer's full legal name: Atlantic Machinery, Inc.

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.

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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 February 19, 2018

NJPA Contract # 122017-AMI

Vendor Authorized Signatures:

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

Vendor Name Atlantic Machinery, Inc.

Authorized Signatory's Title Contract Administrator

M.J. DuBois

VENDOR AUTHORIZED SIGNATURE

M J DuBois
(NAME PRINTED OR TYPED)

Executed on February 21, 2018

NJPA Contract # 122017-AMI

Purchase of a Vac-Con Sewer Cleaning Vehicle

Public Works and Transportation Committee
January 28, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute a Purchase Order with Municipal Maintenance Equipment for the purchase of a new VAC-CON sewer cleaning combination truck in the amount of $411,934.45.

2

BACKGROUND

- Wastewater Division owns three (3) sewer cleaning vehicles (SCVs) to clean over 415 miles of sewer pipeline throughout the City's sewer collection system
- SCVs are used for daily sewer maintenance activities. Routine maintenance allows the collection system to convey wastewater efficiently to the treatment plant
- Vehicles use pressurized water to scour the inside of the City's wastewater collection system and remove material within the sewer pipes
- Vehicles also remove solid and liquid material from sewer manholes via high volume vacuum hose

3

DISCUSSION

- Performance goal to clean a minimum of 200 miles of sewer pipe every year (nearly 4 miles every week)
- Wastewater Division requires three (3) SCV's and six (6) certified collection system operators
- On December 9, 2019, Fleet Services received a Sourcewell competitively solicited quote for new sewer cleaning vehicle (SCV)
- This SCV will replace the oldest (vehicle 3219) of the three (3) existing SCV's, two (2) of which are currently in service

4

DISCUSSION

- Must replace vehicle 3219 due to ongoing significant mechanical issues. Vehicle 3219, purchased in 1997, has over 107,000 miles
- Cost of repairs have become cost prohibitive and far exceed the value of the vehicle

5

DISCUSSION

6

DISCUSSION

Two Collection System operators clean sewer line with high pressure water hose

7

FINANCIAL IMPACT

The cost for this SCV is $411,934.45. Funds are budgeted in FY 2019-20 and available to pay the full amount from the Wastewater Collection System Machinery and Equipment account 611-6103-891-8606.

8

CITY OF
OXNARD
CALIFORNIA
QUESTIONS?
9

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4.

DATE: January 28, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8204 to Kennedy Jenks Consultants Inc., for Construction Management Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW 17-42. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council award and authorize the Mayor to execute Agreement A-8204 in an amount of $733,120 with Kennedy Jenks Consultants Inc., for Constructability Review, Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42 (Project no. 106002).

BACKGROUND

The next section of the Groundwater Recovery Enhancement and Treatment (GREAT) program's recycled water pipeline will run along Hueneme Road from the end of the first phase of the pipeline at Olds Road and terminate at Wood Road. The length of this portion of high-density polyethylene (24" HDPE) pipe is three (3) miles.

The purpose of the Phase II pipeline is to bring recycled water to the large agricultural customers on the east side of the Oxnard Plain. The City is presently using a pipeline owned by Calleguas Municipal Water District (Calleguas) to deliver recycled water to this area. This is a temporary arrangement and Calleguas will be using its pipeline for its intended use as a brine discharge line in the near future; the City will no longer have access to it by the end of next year.

Many agricultural customers along Hueneme Road have agreed to allow the City to install the Phase II Pipeline within their property. Installing the pipeline within private property is a substantial cost savings as opposed to constructing the pipeline within Ventura County's roadway. Traffic control for the project will be kept to a minimum by installing the pipeline outside of the roadway prism. Easements for the pipeline will be recorded for the portions of the pipeline within private property. In the areas where the customers will not allow the pipeline to be installed within their property, the pipeline will be built in the County of Ventura's right of way. County staff has indicated that the area of the proposed pipeline project is outside of the coastal zone and will not need a Coastal Commission permit.

DISCUSSION

The notice inviting request for proposals (RFP) from qualified consultants for Construction Management

Services for the Project was published on March 21, 2019, and all proposals were due on April 22, 2019. The specific work for this contract includes Constructability Review, Construction Management, Observation and Inspection services which will provide assurance that the Construction being performed is in conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book). The selected consultant team is to work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

The City received six proposals in total from Parsons, MNS Engineers, Kennedy Jenks, Filippin Engineering, Cordoba Corporation and AECOM. Interviews were held on June 17, 2019. City staff consisting of the Assistant Public Works Director, City Engineer, and Wastewater Infrastructure Manager evaluated qualifications for all consultants and recommend Kennedy Jenks as the most qualified firm to satisfactorily provide Construction Management Services for this Project. Following this determination, staff reviewed all documentation received from Kennedy Jenks. Staff verified and approved possession of the required currently valid certificate of insurance and has no reason at this time to believe that the consultant is not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the work under this agreement. Thus, staff recommends that the contract for this scope be awarded to Kennedy Jenks.

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.

Objective 4a. Implement CIP plans.

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

There is currently $11.280 million available funding from Hueneme Road Recycled Water Pipeline Phase II (Project No. 106002, Resource Development Fee – Fund 603). This amount will be sufficient to cover the constructability review, construction management, observation, and inspection for this project.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Professional Services Agreement A-8204 (KJ)
2. Hueneme Pipeline Phase II_Proposal_KJ (1)
3. Kennedy Jenks A-8204 Hueneme RWPL Phase II PPT Final

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: January 22, 2020

(2) Consultant: Kennedy/Jenks Consultants, Inc.

(3) Services: Construction management services for Hueneme Road Pipeline Project

(4) Schedule of Services: See Exhibit A – Scope of Services

(5) Agreement Ending Date: January 31, 2023

(6) Total Agreement Amount: $733,120

(7) City's Project Manager: Jorge Espinoza, Project Manager

(8) Consultant's Project Manager: Jeff Savard, P.E., Principal-in-Charge

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
2775 N. Ventura Rd., Suite 100 Oxnard, CA 93036 Attn: Jeff Savard, P.E., Principal-in-Charge	305 W. Third St., Third Floor Oxnard, CA 93030 Attn: Jorge Espinoza, Project Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
JeffSavard@kennedyjenks.com	jorge.espinoza@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

Exhibit A - Scope of Services
Exhibit B - Rates and Costs
Exhibit C - Insurance (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

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

3. Correction of Errors. Consultant shall 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.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant 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 and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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 appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no

fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. 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 any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. 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 any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not

subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. 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 to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page 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.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

KENNEDY/JENKS CONSULTANTS, INC.

_____ _____
Jeff Savard, P.E., Vice President[2] Date

_____ _____
Donald R. Weiden, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement 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 (company directors, not lower-level managers); 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.

EXHIBIT A
SCOPE OF SERVICES

Public Works Construction Inspection services will consist of all items of work necessary to complete detailed construction per the Project plans and specifications, and in accordance with the 2015 edition of Public Works Construction Green Book, to accomplish the objectives as further identified below:

1. SUMMARY OF THE WORK PLAN

Performing this scope of services, the work plan will be based upon Consultant's CM Guidelines augmented by City construction policies, procedure and standard forms. A project specific CM Plan addressing project organization, roles and responsibilities, documentation, reporting and other matters will be prepared within two (2) weeks after receiving the City's notice to proceed (NTP). Consultant has configured its project team to perform all required contract administration and inspection functions required to implement the project in accordance with the contract documents. The foregoing includes designation of a Support Inspector (SI) if needed for double shift or weekend work. Resources will be drawn from the Oxnard office.

2. PROJECT CONTROL

Consultant inspectors will maintain redlined sets of drawings. Accurate monthly updates by the contractor are a prerequisite for progress payment approval. Using Procore (Web based electronic document management system providing 24/7 access for all project participants), the Consultant CM and document management clerk will log, process and track all correspondence, submittals, RFI's and other documents received from the contractor. Logs will be reviewed and items becoming due or overdue will be discussed during each weekly progress meeting. To avoid project delays caused by overdue submittals, or otherwise, Consutlant will pay special attention to working with the designer to ensure timely review. Consultant inspector will coordinate public outreach with City staff as well as with the public, outside agencies (such as Caltrans, Ventura County and railroad) and emergency services. Consultant Inspector will also provide input for the City's project website and newsletters. Consultant Inspector will maintain quality control logs, including for backfill compaction, testing and pipeline leakage and deflection testing. Each daily inspection report will include quality control/quality assurance and testing discussion. Consultant will confirm that HDPE pipelines butt fused joints are completed properly, pipe zone compaction meets specifications requirements for proper side support and that pipeline thermal expansion andcontraction are managed.

3. MEETINGS

Consultant will employ a comprehensive standardized weekly meeting agenda which includes safety/traffic control, public outreach/information, permit and environmental compliance, two-week look ahead schedule review, submittal and RFI status, progress payment status, PCO and change order status, quality assurance/quality control, materials testing and special inspection and field problem resolution. Items will be serialized and will remain in the minutes until resolved.

4. CONSTRUCTION INSPECTION AND COORDINATION

Consultant Inspector will coordinate with the materials testing and special inspection and geotechnical engineer of record firms retained by the City for compaction testing and to confirm trench bottom/foundation suitability and other matters. Consultant Inspector will use the City's PW Inspection Daily Report Form. Extensive use of digital photos will be made to document preconstruction conditions (including pavement condition) and each stage of the work and problem areas. Deficient work, should it occur, will be tracked and corrected using our Non-Complying Work Correction System. Deficient work will be withheld from progress payments. Consultant Inspector will monitor that the contractor is abiding by its Injury and Illness Prevention Plan and the encroachment permits and environmental mitigation monitoring response plan requirements.

Consultant will ensure that the contractor always abides by OSHA trench safety/shoring requirements, including having its competent person on site. Open trench limitations and trench backfilling and/or plating requirements will also be enforced. Consultant Inspector will also ensure that the contractor establishes and maintains effective traffic control, as per the encroachment permits and approved traffic control plan. Consultant CM and Inspector will work with the contractor to develop a high performing team which can address construction lighting and visibility issues. Consultant CM and document control clerk will log, track and process RFI's and other documents using Procore. To expedite responsiveness, RFI's not requiring design engineer input will be responded to by our CM team.

5. SUBMITTALS

All submittals will be received, logged and processed using Procore. Our CM will coordinate with the design engineer daily to ensure that submittal reviews are completed in a timely manner with attention to priority submittals. All submittal review comments will be reviewed for clarity before returning them to the contractor. Close attention will be paid to submittal comments which may constitute extra work. Submittal status is a standing agenda item at each weekly progress meeting. Approved submittals will be issued to our inspector so that field confirmation of delivered materials, etc. can be made.

6. CONSTRUCTION SCHEDULE

The contractor's submittal of accurate updated construction schedules is a prerequisite for progress payment approval. Should the project start to fall behind schedule Consultant CM will work with the contractor to develop a recovery schedule to bring it back on track. Consultant CM will monitor that the two week look-ahead schedules, which will be reviewed at each weekly progress meeting, are consistent with actual progress and the updated CPM project schedule. Consultant CM will prepare the weekly statement of working days and provide it to the contractor.

7. CHANGE ORDERS

Using Consultant's PCO/CCO system and Procore, Consultant CM will track, process and negotiate potential change orders and change orders while ensuring compliance with the City's Purchasing and Change Order Policy. Each PCO will be sequentially numbered and have its own file into which all

documents related to it will be placed. PCO's and CCO's will be a standing agenda item during each weekly progress meeting. In addition, Consultant CM will conduct biweekly change order negotiation meetings with the contractor's PM. The first step will establish entitlement. The extra work claimed may already be included in the contract. Consultant CM will prepare an independent cost estimate with which to negotiate the change order. T&M change orders will be tracked by Consultant Inspector using the City's daily extra work or force account forms. Upon completion of change order negotiation Consultant CM will package several PCO's to create the change order for City PM signature and process it with the progress payment. Immediately after NTP, Consultant CM will meet with the contractor's PM to agree upon a schedule of values based upon the bid schedule and bid breakdown, which is suitable for progress payment purposes.

8. CONTRACTOR PAYMENT

Using the approved schedule of values and daily inspection reports Consultant CM and Inspector will review each progress payment request and determine acceptable quantities of work for payment. To prevent overpayment, Consultant will ensure that quantities paid out are consistent with quantities of acceptable completed work, as documented by daily inspection reports. Consultant CM will then meet with the contractor's PM and will prepare the progress payment using City approved forms. Approved change orders will be included. Updated CPM schedule, record drawings and certified payrolls and lien releases will be prerequisites for payment. Deficient work and stop payment notice amounts will be withheld from payment. Progress payment and change order status will be a standing agenda item for weekly progress meetings.

9. PROJECT COMPLETION AND CLOSE-OUT

Consultant CM and Inspector will implement the specified closeout requirements as well as those dictated by the City's construction policies. Consultant will conduct the final walkthrough to generate the final punch list and will ensure that each item is properly completed and signed off. This will include obtaining sign offs from affected agencies including Caltrans, Ventura County and the railroad. Items remaining from preliminary punch lists and non-complying work logs will be added. Sign offs will also be obtained from private property owners whose properties may have been used for soils disposal. Consultant Inspector will reconcile the contractor's final record drawing markups against those of the Consultant and deliver them to the designer for final drafting to create the official record drawing set. Consultant CM will obtain final lien releases, review the final payment request, issue the balancing change order and assist the City's PM in fling the Notice of Completion with the County Recorder's Office. Two electronic (Through Procore flash drive or CD) copies of all field office files will be provided to the City.

10. PROJECT SCHEDULE AND CM/INSPECTION TIME

Construction duration is approximately 15 months, including procurement, Pothole Work, and Construction Work (Contractor Working at Night with some Day work). Inspection will be full time for entire duration of construction including: One (1) inspector for the pothole work and construction work Construction management will be part-time, as needed, to manage the work. Consultant CM and Inspector shall not be the same person.

11. DELIVERABLES

Consultant CM/Inspector will be responsible for preparing and submitting on a weekly basis, including but not limited to:

• Construction agendas and meeting minutes throughout the Project.
• Inspection Daily Reports with documentation of the work completed during each day of the Project.
• Weekly Statement of Working Days.
• Bit Item Quantity Sheets.
• Labeled daily progress photographs.
• Shop drawing submittal, Request for information, Potential change order, Request for change order, Material Testing, Pre-Lim Notices, Releases, etc. logs.
• Monitoring and documenting all approved plan changes.
• Monthly Progress Payment, coordinated with Contractor for payment.
• Project close-out and punch list.
• Public Relations communication and documentation.

All reports will be accessible through Consultant CM/Inspector's external website or by other paperless means available to maintain the entire construction file (record drawings, meetings, RFI's submittal logs, change orders, payment requests, etc.) and appurtenant documentation, as required, for City review of documents. Two (2) electronic copies of the entire construction file will be submitted as part of the Final Project Closeout.

Consultant has proposed a separate CM and Inspector and provided a Support Inspector for double shift (day and night) work and potential weekend work and/or when multiple work headings require added coverage. Consultant has budgeted the work, assuming that within the 15-month contract time, procurement/pipe fabrication will require about three (3) months. Hence, actual construction work will occur over a 12-month period. As noted, we will employ Procore as the electronic document management system which allows 24/7 access for all project participants. All deliverables listed will be provided electronically. Record drawings markups will be provided as redlined full-sized drawing paper copies.

EXHIBIT B
RATES AND COSTS

City of Oxnard
Hueneme Road Recycled Water Pipeline Phase II Project CMS

K/J Fee Proposal

Construction Management Services Project Staffing Plan			2020													
Months		Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price
Work Days Per Month			20	19	21	22	22	20	22	22	20	22	19	20		
K/J Team Staffing																
Construction Manager	Bill Yates	$ 215	60	40	0	0	0	48	48	48	48	48	48	48	436	$ 93,740
QA/Senior Advisor	John Bergen	$ 215	40	40	0	0	0	0	2	2	2	4	4	4	98	$ 21,070
Inspector	Tom Lo Bue	$ 205	0	0	0	0	0	20	20	20	160	176	152	160	708	$ 145,140
Support Inspector	Ernesto Vergara	$ 175	0	0	0	0	0	0	0	0	16	16	16	16	64	$ 11,200
Document Management	Gaby Lara	$ 85	20	20	0	0	0	32	32	32	32	32	32	32	264	$ 22,440
Total K/J Team Staff																$ 293,590
Expenses			$0	$0	$0	$0	$0	$0	$250	$250	$250	$500	$500	$500		$ 2,250
Total by Year															1570	$ 295,840

Construction Management Services Project Staffing Plan			2021													
Months		Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price
Work Days Per Month			20	19	21	22	22	20	22	22	20	22	19	20		
K/J Team Staffing																
Construction Manager	Bill Yates	$ 220	48	48	48	48	48	48	48	48	48	0	0	0	432	$ 95,040
QA/Senior Advisor	John Bergen	$ 220	4	4	4	4	4	4	4	4	4				36	$ 7,920
Inspector	Tom Lo Bue	$ 210	160	152	168	176	176	160	176	176	0	0	0	0	1344	$ 282,240
Support Inspector	Ernesto Vergara	$ 180	16	16	16	16	16	16	16	16		0	0	0	128	$ 23,040
Document Management	Gaby Lara	$ 90	32	32	32	32	32	32	32	32		0	0	0	256	$ 23,040
Total K/J Team Staff																$ 431,280
Expenses			$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500		$ 6,000
Total by Year															2196	$ 437,280

Total Recommended Budget $ 733,120

Assumptions:

1) June 2020 NTP. 15 month construction contract duration.
2) Three month submittal/procurement period at beginning of project.
3) Materials testing /special inspection provided by City retained firm. Any periodic grade verification would also be provided by City surveyors or retained firm.
4) Inspection hourly rates are prevailing wage. Night work is paid at 1.5 times straight time rate.
5) Inspector assumed to work nights only. Support Inspector will work days only and assumes 4 hours/week day work is required.

EXHIBIT C
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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 <u>and</u> 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.

INS-A.doc

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 $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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/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

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE 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, employees and volunteers 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 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 this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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: _____

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: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

Kennedy Jenks

November 25, 2019

Mr. Jorge Espinoza
City of Oxnard
Capital Projects Management
Public Works Department
305 West Third Street, East Wing, 2nd Floor
Oxnard, CA 93030

Subject: Updated Proposal to Perform Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project

Dear Jorge:

As requested at our meeting 13 November 2019, Kennedy/Jenks Consultants (Kennedy Jenks) is pleased to provide an updated proposal for the Hueneme Road Recycled Water Pipeline Phase II Project to include constructability review services.

Attached is the updated fee estimate which includes constructability review services. Also attached is our original proposal dated April 22, 2019 for construction management, observation and inspection services for your reference. Based on our discussion, it is our understanding that the City will be finalizing the design by the end of 2019 and would like Kennedy Jenks to perform constructability review of the completed design documents. The constructability review would occur in January/February 2020 with the goal of advertising for construction bids in March 2020. The City anticipates construction commencing June 2020.

The additional scope for the constructability review includes the following:

1) Review the 100 percent design documents and provide constructability review comments to the City.
2) Review and respond to the City's responses to our 100 percent constructability review comments.
3) Review the updated/final design documents to confirm our constructability review comments have been incorporated and provide any additional comments to the City.

Constructability review comments will be summarized in a spreadsheet. The spreadsheet will be organized so that the City will be able to respond to review comments directly on the spreadsheet.

Kennedy Jenks will email the spreadsheet review summary to the City. It is assumed that the responses from the City will be returned electronically for Kennedy Jenks to respond to accordingly.

The additional budget established for the constructability review is $42,100. The new total fee estimate including construction management, observation and inspection services increases from $691,020 to $733,120.

For over 20 years, Oxnard has entrusted Kennedy/Jenks to deliver technical excellence and client service on your infrastructure needs. We are highly motivated and fully committed to working with you to successfully deliver your project. Jeff Savard is authorized to negotiate contract terms and make

2775 N. Ventura Road, Suite 100 | Oxnard, CA 93036
(805) 973-5700 | JeffSavard@kennedyjenks.com

binding agreements on behalf of Kennedy Jenks. Please contact Jeff at (805) 973-5719 with questions or if you would like to discuss our proposal further.

Very truly yours,

Kennedy/Jenks Consultants, Inc.

Jeff Savard, P.E.
Principal-in-Charge

William Yates, P.E.
Construction Manager

Enclosures

City of Oxnard **K/J Fee Proposal**

Hueneme Road Recycled Water Pipeline Phase II Project CMS

Construction Management Services																	
Project Staffing Plan								**2020**									
Months		Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price	
Work Days Per Month			20	19	21	22	22	20	22	22	20	22	19	20			
K/J Team Staffing																	
Construction Manager	Bill Yates	$ 215	60	40	0	0	0	48	48	48	48	48	48	48	436	$	93,740
QA/Senior Advisor	John Bergen	$ 215	40	40	0	0	0	0	2	2	2	4	4	4	98	$	21,070
Inspector	Tom Lo Bue	$ 205	0	0	0	0	0	20	20	20	160	176	152	160	708	$	145,140
Support Inspector	Ernesto Vergara	$ 175	0	0	0	0	0	0	0	0	16	16	16	16	64	$	11,200
Document Management	Gaby Lara	$ 85	20	20	0	0	0	32	32	32	32	32	32	32	264	$	22,440
Total K/J Team Staff																**$**	**293,590**
Expenses			$0	$0	$0	$0	$0	$0	$250	$250	$250	$500	$500	$500		$	2,250
Total by Year															**1570**	**$**	**295,840**

Construction Management Services																	
Project Staffing Plan								**2021**									
Months		Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price	
Work Days Per Month			20	19	21	22	22	20	22	22	20	22	19	20			
K/J Team Staffing																	
Construction Manager	Bill Yates	$ 220	48	48	48	48	48	48	48	48	48	0	0	0	432	$	95,040
QA/Senior Advisor	John Bergen	$ 220	4	4	4	4	4	4	4	4	4				36	$	7,920
Inspector	Tom Lo Bue	$ 210	160	152	168	176	176	160	176	176	0	0	0	0	1344	$	282,240
Support Inspector	Ernesto Vergara	$ 180	16	16	16	16	16	16	16	16		0	0	0	128	$	23,040
Document Management	Gaby Lara	$ 90	32	32	32	32	32	32	32	32		0	0	0	256	$	23,040
Total K/J Team Staff																**$**	**431,280**
Expenses			$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500		$	6,000
Total by Year															**2196**	**$**	**437,280**

Total Recommended Budget $ 733,120

Assumptions:

1) June 2020 NTP. 15 month construction contract duration.
2) Three month submittal/procurement period at beginning of project.
3) Materials testing /special inspection provided by City retained firm. Any periodic grade verification would also be provided by City surveyors or retained firm.
4) Inspection hourly rates are prevailing wage. Night work is paid at 1.5 times straight time rate.
5) Inspector assumed to work nights only. Support Inspector will work days only and assumes 4 hours/week day work is required.

Kennedy Jenks

April 22, 2019

City of Oxnard
Purchasing Division
300 West Third Street
Oxnard, CA 93030

Subject: Proposal to Perform Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project

Dear Sirs:

With a 100 year history in California of providing planning, design and construction management services for all types of water and wastewater infrastructure and a full service Oxnard office, Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to provide this proposal to perform Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project. We propose an efficient, experienced and local CM team with in-depth pipeline construction experience to serve as owners' agent, project advocate and facilitator providing leadership for the overall project team.

Kennedy/Jenks delivers the following distinct advantages:

WE WILL HANDLE YOUR PROJECT CHALLENGES: The City of Oxnard (City) has implemented the Groundwater Recovery Enhancement and Treatment (GREAT) Program, a comprehensive water resources effort to increase local water supply reliability. A major component of the GREAT Program is the Phase 2 (Segment A) Recycled Water Backbone System (RWBS). The Phase 2 (Segment A) RWBS will include a pipe distribution system with capacity to convey recycled water from the Advanced Water Purification Facility (AWPF) to potential users throughout the City and vicinity areas. Phase 2 (Segment A) RWBS is the installation of recycled water transmission pipelines and service turnouts. Approximately 40,800 feet of pipeline has been installed from the AWPF to several points along the north end of the City of Oxnard. The Hueneme Road Recycled Water Pipeline Phase 1 project has been completed. This project, Phase 2 (Segment A), connects to Phase 1 at Olds Road and installs approximately 16,700 feet of 36" HDPE pipe along Hueneme Road to the intersection of Wood Road and Hueneme Road. *Our proposed CM team understands the requirements for installation of large diameter butt fused solid wall HDPE pipe as well as open cut and trenchless installation methods working around and protecting sensitive existing utilities. Our team is also experienced with Caltrans, County of Ventura and local encroachment permit requirements, night work construction, traffic control, keeping the public informed and minimizing community impacts*.

LOCAL EXPERIENCED CM and INSPECTOR: Bill Yates, P.E. brings over 35 years of leading construction management teams on large projects for public agencies focusing on water/wastewater facilities. His water and wastewater design and constructability review experience provides him with additional insights which compliment those of the City and designer and will facilitate field problem resolution. His experience includes construction management for the City's Blending Station No. 3 Supply Pipelines project which involved construction of 6,000 feet of 24-36" diameter pipelines. Ken Cameron brings over 30 years of inspection experience on all types of pipelines up to 144" diameter

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(805) 973-5700 | BillYates@kennedyjenks.com

including working with 2,000 feet of 24" diameter HDPE pipe for a Camarillo Sanitary District project and two additional projects totaling 2,500 feet of 6" and 54" HDPE pipe. Both Ken and Bill are within 20 minutes of the jobsite and will be responsive to the City's needs.

QUALITY + SCHEDULE: We will provide a proven CM team possessing relevant technical expertise to manage your construction risks and provide peace of mind. Of paramount importance is the safety of all project participants. Our CM team will ensure that the contractor abides by its safety program. The most common causes of claims on underground projects are due to delay and changed conditions. Our proposed CM staff are proactive problem solvers and know the local construction conditions, contractors, subcontractors, suppliers, and how to work within congested rights of way.

BENCH STRENGTH + AVAILABILITY: Kennedy/Jenks provides a deep bench of experienced and available water/wastewater CM professionals who are committed to the overall success of your project. Our CM team matches all requested roles and they are team players who are responsive and effective communicators.

For over 20 years, Oxnard has entrusted Kennedy/Jenks to deliver technical excellence and client service on your infrastructure needs. We are highly motivated and fully committed to working with you and your designer to successfully deliver your project. Jeff Savard is authorized to negotiate contract terms and make binding agreements on behalf of Kennedy/Jenks. Please contact Jeff at (805) 973-5719 with questions or if you would like to discuss our proposal further.

Very truly yours,

Kennedy/Jenks Consultants, Inc.

Jeff Savard, P.E.
Principal-in-Charge

William Yates, P.E.
Construction Manager

Enclosure

Introduction. Founded in 1919, Kennedy/Jenks Consultants, a full-service national engineering and construction management firm with its local office located in Oxnard is pleased to submit this proposal to provide Public Works Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project.

Phase 2 (Segment A), connects to Phase 1 at Olds Road and installs approximately 16,700 feet of 36" HDPE pipe along Hueneme Road to the intersection of Wood Road and Hueneme Road. The alignment of the pipeline intersects several road crossings, the Oxnard Drainage District No. 2's Mugu Drain, Caltrans Right of Way at State Hwy 1, and several oversized existing utilities. The presence of these features will require the use of both trenchless and open trench construction.

No matter how thorough the contract documents are, unforeseen utilities and conditions are often encountered on large complex pipeline projects. This will require an experienced CM team who can hit the ground running and promptly address field problems before they can cause costly delays and claims. Kennedy/Jenks proposes a concise yet highly experienced CM team who understand local construction conditions and reclaimed water pipeline construction including working with butt-fused solid wall HDPE pipe using open cut and trenchless construction and addressing trench compaction testing, existing utility protection, night work, traffic control, Caltrans and City encroachment permit compliance and other critical aspects all while minimizing community impacts and disruption. All team members are familiar with the APWA Green Book requirements. Providing leadership, serving as owners' agent and project advocate and facilitator, our CM team is committed to working closely with the City's Project Manager and staff and the construction contractor to successfully complete the project and protect the interests of the City. ***We practice collaborative and responsive CMS.***

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Tab A – Proposal Checklist

Name of Company: Kennedy/Jenks Consultants

Service to provide: Public Works Construction Management, Observation and Inspection Services for Hueneme Road Recycled Water Pipeline Phase II Project

Main Point of Contact: Jeff Savard, PE

E-mail: jeffsavard@kennedyjenks.com **Phone:** 805.973.5719

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

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☒ Tab G: Bidder Attachment 27

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Jeff Savard, a duly authorized agent of Kennedy/Jenks Consultants

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Kennedy/Jenks Consultants by submission of this proposal in response to the

Name of Organization

solicitation agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature: Date: 4/22/2019

Title of Agent/Officer: Vice President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Kennedy/Jenks Consultants, Inc. Corporation.

2. Company overview and disclosure of services or activities performed, including:

   a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
   b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. BIDDER'S RESPONSE: Kennedy /Jenks Consultants is employee owned. Approximately 140 of our approximately 380 employees have purchased and hold approximately 78% of the outstanding shares of KJ. The Employee Stock Ownership Plan (ESOP) feature within the KJ Profit Sharing Retirement Plan (PSRP) holds approximately 22% of the outstanding shares. ESOP shares are allocated to accounts of PSRP Participants holding an interest in the ESOP investment. Approximately 180 of our approximately 380 employees currently hold an interest in the ESOP investment. Approximately 100 of those 180 employees also are employee investors. No KJ contributions have been made to any Oxnard elected officials.

b. BIDDER'S RESPONSE: See the organizational charts under Tab G showing the company hierarchy (Attachment 1) and the proposed project team (Attachment 2).

c. BIDDER'S RESPONSE: The company was founded 1919 and has been providing water and wastewater planning, design and construction management services since that time. Names under which the firm has operated are as follow:

Engineering Office of Clyde C. Kennedy (1919-1956)

Kennedy Engineers 1956-1972 a Partnership

Kennedy Engineers Inc. 12/22/71 a Corporation

After incorporation on 12/22/71 the corporation has changed its name on three occasions:
Kennedy Engineers Inc. (12/22/71 – 9/19/79)

Kennedy/Jenks Engineers, Inc. (9/19/79 – 10/30/85)

Kennedy/Jenks/Chilton, Inc. (10/30/85 – 4/27/91)

Kennedy/Jenks Consultants, Inc. (4/27/91 - Present)

d. BIDDER'S RESPONSE: The work will be performed out of Kennedy/Jenks' Oxnard office located at 2775 N Ventura Rd #100, Oxnard, CA 93036. _10 employees are in the office.

3. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: None.

4. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: *KJ strives to satisfy our clients and meet the requirements of our agreements for services. Virtually all design for construction involves job controversies during construction, which despite attention, occasionally give rise to negotiation, mediation, arbitration or litigation. Similar to consulting firms of our size and within our geographic area and fields of practice, KJ is and has been over its operating history a defendant in a few lawsuits. Our policy is to maintain insurance to protect our clients and practice, and pursue early resolution of claims through negotiation, mediation and other alternate dispute resolution methods. We have been very successful in our claims resolution activities, with very few claims resolved by court judgments in our more than our 100 years of operation. In the opinion of KJ management, the resolution of current claim or litigation matters will not have a material adverse effect upon the Company or our ability to perform the services requested.*

5. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: All company officers are authorized to negotiate agreements. Oxnard office Vice President and client service manager Jeff Savard has been designated as the company officer to negotiate this agreement.

6. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. ***BIDDER'S RESPONSE:*** See Tab G, Attachments Nos. 3-8.

b. ***BIDDER'S RESPONSE:*** See Tab G, Attachments Nos. 3-8.

c. ***BIDDER'S RESPONSE:*** See Tab G, Attachments Nos. 3-8.

d. ***BIDDER'S RESPONSE:*** See Tab G, Attachments Nos. 3-8.

e. ***BIDDER'S RESPONSE:*** See Tab G, Attachments Nos. 3-8.

f. ***BIDDER'S RESPONSE:*** See Tab G, Attachments Nos. 3-8.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

All Bidder(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship have no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Bidder Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable:**

a. Termination

b. Indemnification

c. Limitation of Liability

d. Insurance

e. Conflict of Interest

f. Governing Law

g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE: *No.*

2. **Evidence of Insurability/Business Licenses**

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Bidder must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Bidder. This solicitation is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Summary of Services

Public Works Construction Inspection services shall consist of all items of work necessary to complete detailed construction per the enclosed plans and specifications, and in accordance with the 2015 edition of Public Works Construction Green Book to accomplish the objectives as further identified below:

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Performing this scope of services, the work plan will be based upon Kennedy/Jenks' CM Guidelines augmented by City construction policies, procedure and standard forms. A project specific CM Plan addressing project organization, roles and responsibilities, documentation, reporting and other matters will be prepared within two weeks after receiving the City's notice to proceed. Kennedy/Jenks has configured its project team (as shown on the project team organization chart) to perform all required contract administration and inspection functions required to implement the project in accordance with the contract documents. The foregoing includes designation of a Support Inspector if needed for double shift or weekend work. Resources will be drawn from the Oxnard office.*

2. Project Control

   Under this task, the CM shall manage the construction of the Project in an organized fashion to completion, including tracking project schedule, record keeping, correspondence, meetings, and project administration, invoicing and coordination.

   CONSULTANT will ensure that the following is accomplished prior to, during and following construction:

   Maintain ability to communicate via telephone from the project sites. Each member of the Construction Management team will be equipped with their Company's cellular phone and a laptop computer equipped with an air card to quickly and easily transfer data to and from the field.
   Coordinate with the contractor to ensure that an accurate set of record drawings are kept on site and up to date. At a minimum, contractor's record drawings will be reviewed on a weekly basis.

Document and track, the following: work progress, contract payments, RFI's, submittals, executed and potential change orders, progress photographs, a 2-week look ahead and any other construction issues.

Coordinate Public Outreach such as door hangers, CMS boards, no parking zones, location & progress of the work with stakeholders on a daily basis.

Coordinate with City staff to ensure that City activities and responsibilities are addressed and appropriately scheduled so as not to affect the progress of the work.

Construction Inspector shall provide weekly communications, unless otherwise warranted, with City staff and provide as much notice as possible concerning potential project issues.

Represent the City's interests in dealing with contractor, subcontractors, Caltrans, Ventura County, Railroad, other agencies and impacted residents. All general public issues and questions shall be coordinated through City staff.

Maintain quality control on all work of consultants, construction contractors and subcontractors.

Provide monthly billing/invoicing to the City which includes general communication, weekly project chronicle identifying on-site personnel and billing time, and necessary components to provide a complete billing no later than the 5 the of each month.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Having accurate record drawings is crucial for pipeline O&M and future construction, for example line extensions. Our inspectors also maintain their own redlined set of drawings. Accurate monthly updates by the contractor are a prerequisite for progress payment approval. Using Procore (Web based electronic document management system providing 24/7 access for all project participants) our CM and document management clerk will log, process and track all correspondence, submittals, RFI's and other documents received from the contractor. Logs are reviewed and items becoming due or overdue will be discussed during each weekly progress meeting. Project delays are often caused by overdue submittals so special attention is paid to working with the designer to ensure they are reviewed in a timely manner. Minimizing community disruption and the safety of all project stakeholders are crucial. Effective public outreach/information is an integral part of that. Our inspector will coordinate public outreach with City staff as well as with the public, outside agencies (such as Caltrans, Ventura County and railroad) and emergency services. He will also provide input for the City's project website and newsletters. The City deserves to get what it has paid for namely a quality long lasting fully functional pipeline. Our inspector will maintain quality control logs including for backfill compaction testing and pipeline leakage and deflection testing. Each daily inspection report will include quality control/quality assurance and testing discussion. Key for HDPE pipelines are confirmation that butt fused joints are completed properly, pipe zone compaction meets specifications requirements for proper side support and that pipeline thermal expansion and contraction are managed. Shown below, our inspectors employ our proven Inspection Cycle to ensure contract compliance and deliver quality long lasting facilities.*

3. Meetings

CM shall attend and manage weekly construction progress meetings throughout the duration of the Project with City staff, contractor, and other agencies or stakeholders as required.

CM shall develop an agenda, provide meeting minutes and coordinate updated schedule (including 2 week look ahead) for weekly scheduled progress meetings. CM shall ensure contractor updates overall construction schedule on a monthly basis.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Effective weekly progress meetings which will be conducted by our CM are a key communication and problem-solving tool. We employ a comprehensive standardized weekly meeting agenda which includes safety/traffic control, public outreach/information, permit and environmental compliance, two-week look ahead schedule review, submittal and RFI status, progress payment status, PCO and change order status, quality assurance/quality control, materials testing and special inspection and field problem resolution. Items are serialized and remain in the minutes until resolved.*

4. Construction Inspection and Coordination

Inspector shall, prior to start of construction, photograph existing improvements such as streets, driveways, parking lots, sidewalks, etc. that may be damaged by construction activities.

Construction inspection shall ensure construction meets the intent of the Contract Documents and is in accordance with OSHA requirements and other regulating agencies and organizations, including but not limited to all Federal, State, and local safety and trenching requirements.

CM shall maintain a construction inspector at the project site at all times that work is in progress. Project work hours will be 10:00 pm to 6:00 am, Sunday through Thursday. Portions of the work will also require working hours from 7:30 am to 4:30 pm, Monday through Friday.

In addition, the construction inspector shall be available to work during off hours in concurrence with any required off hours construction work. There will be no construction on Weekends or on Ventura County and City of Oxnard recognized holidays.

Construction inspector shall prepare daily construction reports documenting daily construction activity, equipment on-site, personnel on-site, observation time, date, weather conditions, and other pertinent information pertaining to the actual activity completed during each day of the construction contract. Daily reports shall clearly document the activity, timeline of activity, and measured progress of pipe installation for any future reference. Daily reports shall include Bid Item Quantity sheets. Inspector shall adhere to the City of Oxnard PW Inspection Daily Report Forms and Requirements.

Construction inspector shall photo document daily activities, including, but not limited to; excavation, pipe installation, backfill, compaction, appurtenant installation and any other photos necessary to photo document the information identified in the Construction Inspector's daily report. Photos shall be renamed with date taken and a description of the activity or station with which to correlate the photos with the pipeline stationing or specific equipment.

Inspector shall prepare daily reports of deviations and non-conformance to plans and specifications and provide timely response and solutions. Discuss with Contractor appropriate revisions to the methods and procedures used in performing the work. Inspector may not authorize extra construction work or approve construction work that deviates from the Contract Documents.

Requests for Information (RFI)
Provide technical support, coordination with City engineer, constructability review during preparation of responses to construction RFI's, as required.
Maintain an RFI log tracking closed and outstanding RFI's. RFI log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

Coordinate with City-contracted Geotechnical Consultant for soils and materials testing and deputy inspection services (as warranted) including:
- Observation and testing during backfill of pipeline trench and associated trenches;
- Observation testing during placement of aggregate base and asphalt concrete and trench overlay;
- Engineering support and analysis, as necessary.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Safety of all project participants and the public is of paramount importance. No project on which an accident or fatality occurs can be considered successful. Along with construction contract administration, detailed inspection is the other key part of effective construction management. He will coordinate with the materials testing and special inspection and geotechnical engineer of record firms retained by the City for*

compaction testing and to confirm trench bottom/foundation suitability and other matters. Our inspector will use the City's PW Inspection Daily Report Form. Extensive use of digital photos will be made to document preconstruction conditions (including pavement condition) and each stage of the work and problem areas. Deficient work, should it occur, will be tracked and corrected using our Non-Complying Work Correction System. Deficient work will be withheld from progress payments. Our inspector will monitor that the contractor is abiding by its Injury and Illness Prevention Plan and the encroachment permits and environmental mitigation monitoring response plan requirements. Key to this will be ensuring that the contractor always abides by OSHA trench safety/shoring requirements including having its competent person on site. Open trench limitations and trench backfilling and/or plating requirements will also be enforced. Our inspector will also ensure that the contractor establishes and maintains effective traffic control as per the encroachment permits and approved traffic control plan. Projects with extended periods of night work are especially challenging. Visibility is poor and workers may become tired or inattentive. Proper construction lighting will be critical. Our CM and inspector will work with the contractor to develop a high performing team which can address these issues. Our CM and document control clerk will log, track and process RFI's and other documents using Procore. To expedite responsiveness, RFI's not requiring design engineer input will be responded to by our CM team.

Compliance with traffic control and OSHA trench safety/shoring requirements is crucial. Extended periods of night work create additional challenges.

5. Submittals

Generate and maintain submittal log tracking status, closed and outstanding Submittals. Submittal log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

Coordinate submittal schedule, submittal timing, with contractor schedule, and notify contractor of deficient submittals.

Provide timely technical support during review of the submittals to ensure compliance with the Contract Documents, as required.

Note that our Design Engineer (Jensen) will provide review and shop drawing log of all submittals. CM must facilitate the submittal, coordination and delivery for timely review and turn-around from any required review parties.

It is the CM responsibility to review the submittals and log to give third party review and ensure that the contractors' submittals comply with the requirements of the Contract Documents. CM shall issue reviewed submittals to inspection team.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. All submittals will be received, logged and processed using Procore. Our CM will coordinate with the design engineer daily to ensure that submittal reviews are completed in a timely manner with attention to priority submittals. All submittal review comments will be reviewed for clarity before returning them to the contractor. Close attention will be paid to submittal comments which may constitute extra work. Submittal status is a standing agenda item at each weekly progress meeting. Approved submittals will be issued to our inspector so that field confirmation of delivered materials, etc. can be made.*

6. Construction Schedule

Ensure that contractor submits an updated construction schedule for review with each progress payment.

Provide technical support during review of the construction schedule to ensure compliance with the Contract Documents.

Ensure that a two-week look-ahead schedule is developed in coordination with Contractor and provide bi-weekly schedule at progress meetings, and that the complete project schedule is updated accordingly.

CM shall draft and provide the contractor a Weekly Statement of Working Days at progress meetings.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Proactive effective schedule control is one of the keys to successful construction management. And, since the most common type of claim on construction projects is due to delay, keeping projects on track is crucial. Receipt of an acceptable baseline CPM schedule early in the project is key. We employ a workshop approach to baseline schedule review to help facilitate this. The contractor's submittal of accurate updated construction schedules is a prerequisite for progress payment approval. Should the project start to fall behind schedule our CM will work with the contractor to develop a recovery schedule to bring it back on track. Our CM will monitor that the two-week look-ahead schedules which will be reviewed at each weekly progress meeting are consistent with actual progress and the updated CPM project schedule. Our CM will prepare the weekly statement of working days and provide it to the contractor.*

7. Change Orders

Maintain a Change Order log tracking executed and potential change orders. Change Order log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

Review potential change order requests. Reviews shall include but not be limited to:
• Maintain potential change and actual change order tracking logs
• Perform a preliminary evaluation and response to change requests (from any party) and review for appropriateness, cost-effectiveness, City confirmation of entitlement, and time impact, prior to issuance of to the contractor for a quote.
• Prepare independent estimates and schedule impact analysis for proposed changes to be used as baseline for negotiations.
• Ensure that appropriate changes are authorized in a timely manner.

Schedule of Values
Provide technical support during review of the construction schedule of values to ensure ensures compliance with the Contract Documents throughout the entirety of the Project.
CM shall comply with the City's Purchasing and Change Order Policy.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. We understand that the City has a limited contingency budget which must be reserved for bonafide extra work. We also understand that only the City's PM has the authority to authorize extra work. Using our proven PCO/CCO system and Procore our CM will track, process and negotiate potential change orders and change orders while ensuring compliance with the City's Purchasing and Change Order Policy. Each PCO will be sequentially numbered and have its own file into which all documents related to it will be placed. PCO's and CCO's are a standing agenda item during each weekly progress meeting. In addition, our CM will conduct biweekly change order negotiation meetings with the contractor's PM. The first step is always to establish entitlement. The extra work claimed may already be included in the contract. Our CM will prepare his own independent cost estimate with which to negotiate the change order. T&M change orders will be tracked by our inspector using the City's daily extra work or force account forms. Upon completion of change order negotiation our CM will package several*

PCO's to create the change order for City PM signature and process it with the progress payment. Immediately after NTP, our CM will meet with the contractor's PM to agree upon a schedule of values based upon the bid schedule and bid breakdown which is suitable for progress payment purposes.

8. Contractor Payment

Confirm that Contractor's payment requests reflect the items and amounts indicated on the accepted schedule of values.

Inspector shall work with contractor and make sure Quantities Sheets match contractor's quantities on a daily basis.

Confirm Quantity Sheet's compliance with the accepted schedule of values and the requirements of the construction documents.

Measure and verify work progress and earned to date percentages.

CM shall confirm that all conditional & un-conditional releases have been submitted with contractor's invoice prior to payment.

CM shall confirm that Certified Payroll records have been submitted by contractor prior to payment.

Coordinate with the City's Project Manager to develop progress payment and Change Order log tracking executed and potential change orders. Change Order log shall be updated weekly at a minimum, and reviewed at weekly progress meetings.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Using the approved schedule of values and daily inspection reports our CM and inspector will review each progress payment request and determine acceptable quantities of work for payment. To prevent overpayment, it is crucial to ensure that quantities paid out are consistent with quantities of acceptable completed work as documented by daily inspection reports. Our CM will then meet with the contractor's PM and will prepare the progress payment using City approved forms. Approved change orders will be included. Updated CPM schedule, record drawings and certified payrolls and lien releases will be prerequisites for payment. Deficient work and stop payment notice amounts will be withheld from payment. Progress payment and change order status is a standing agenda item for weekly progress meetings.*

9. Project Completion and Close-out

Develop a Punch List including items that require completion prior to release of final retention.

Confirm that Contractor completes all items on the Punch List.

Upon completion of the Punch List, notify the City that the work is ready for final inspection and coordinated final inspection with the contractor, Ventura County, City staff, and participating Stakeholders.

Review Contractor's red-lined as-built drawings and ensure Contractor submits as-built drawings to City's design consultant prior to final project acceptance.

Assist City on issuing Notice of Completion, Balancing Change Order, and final payment.

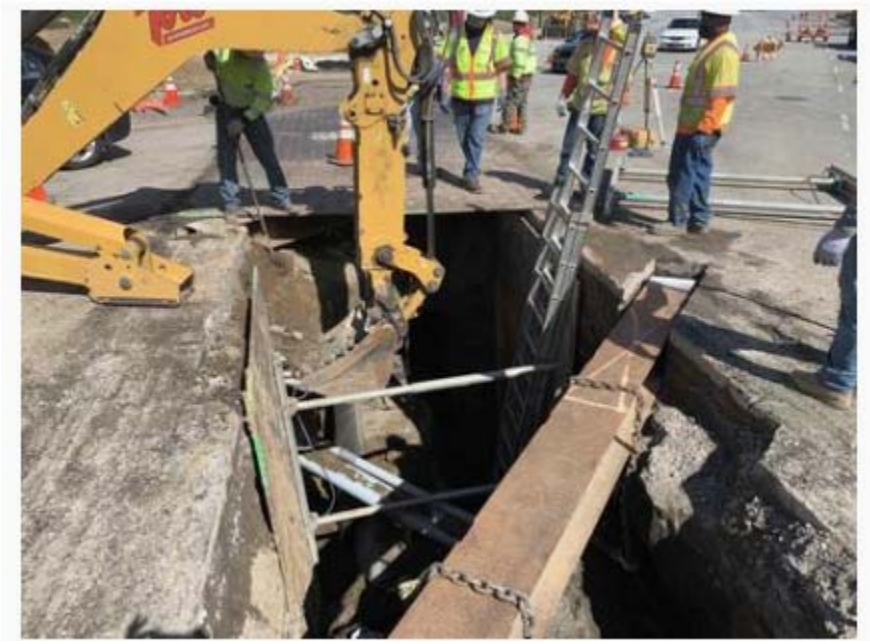
BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. Our CM and inspector will implement the specified closeout requirements as well as those dictated by the City's construction policies. They will conduct the final walkthrough to generate the final punch list and will ensure that each item is properly completed and signed off. This will include obtaining sign offs from affected agencies including Caltrans, Ventura County and the railroad. Items remaining from preliminary punch lists and non-complying work logs will be added. Sign offs will also be obtained from private property owners whose properties may have been used for soils disposal. Our inspector will reconcile the contractors final record drawing markups against our own and deliver them to the designer for final drafting to create the official record drawing set. Our CM will obtain final lien releases, review the final payment request, issue the balancing change order and assist the City's PM in fling the Notice of Completion with the County Recorders Office. Two electronic (Through Procore flash drive or CD) copies of all field office files will be provided to the City.*

10. Project Schedule and CM / Inspection Time

Construction duration is Approximately 15 months. Including procurement, Pothole Work, and Construction Work (Contractor Working at Night with some Day work)

Inspection shall be full time for entire duration of construction including:
- One (1) inspector for the pothole work and construction work

Construction management shall be part-time, as needed to manage the work.
CM and Inspector shall not be the same person.



Existing utilities must be protected during the new pipeline installation. Our inspector will coordinate with the contractor and affected utility agencies.

11. Deliverables

CM/Inspector shall be responsible for preparing and submitting on a weekly basis, including but not limited to:
• Construction agendas and meeting minutes throughout the Project.
• Inspection Daily Reports with documentation of the work completed during each day of the Project.
• Weekly Statement of Working Days.
• Bit Item Quantity Sheets.
• Labeled daily progress photographs.
• Shop drawing submittal, Request for information, Potential change order, Request for change order, Material Testing, Pre-Lim Notices, Releases, etc. logs.
• Monitoring and documenting all approved plan changes.
• Monthly Progress Payment, coordinated with Contractor for payment.
• Project close-out and punch list.
• Public Relations communication and documentation.
All reports shall be accessible through CM/Inspector's external website or by other paperless means available to maintain the entire construction file (record drawings, meetings, RFI's submittal logs, change orders, payment requests, etc.) and appurtenant documentation, as required, for City review of documents. Two (2) electronic copies of the entire construction file shall be submitted as part of the Final Project Closeout.

BIDDER'S RESPONSE: *Kennedy/Jenks confirms that it will perform this scope item as required/described herein. As shown on the project organization chart we have proposed a separate CM and inspector and provided a support inspector for double shift (day and*

night) work and potential weekend work and/or when multiple work headings require added coverage. We have budgeted the work assuming that within the 15-month contract time procurement/pipe fabrication will require about three months hence actual construction work will occur over a 12-month period. As noted, we will employ Procore as the electronic document management system which allows 24/7 access for all project participants. All deliverables listed will be provided electronically. Record drawings markups will be provided as redlined full-sized drawing paper copies.

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Las Virgenes Municipal Water District
Address:	4232 Las Virgenes Road, Calabasas, CA 91302
Contact person:	John Zhao
Email address:	jzhao@lvmwd.com
Telephone address:	818-251-2230
Project name:	Project 1: Centrate Storage Tank Construction Management Project 2: Third Digester Construction Management
Dates worked performed:	Project 1: October 2016 – December 2018 Project 2: April 2013 – May 2015
Summary of scope of services:	Project 1: The Las Virgenes Water District owns and operates the Tapia Water Reclamation Facility (TWRF) and the Rancho Las Virgenes Composting Facility (Rancho). Sludge from the TWRP is pumped to Rancho where it is processed and dewatered. Centrate generated from the dewatering process requires denitrification prior to being sent back to the TWRF. The District stores the Centrate in one of two existing 700,000 gallon glass lined steel tanks while treatment occurs in the other tank. Because the nitrogen limit at Tapia is low (8mg/l), the Centrate tanks must remain in service to attain compliance with discharge permit nitrogen limits. As a result, there is no redundancy in the Centrate treatment system. In order to rectify this situation, the District proceeded with the construction of a new 480,000 gallon glass lined storage tank to allow for Centrate treatment in one of the existing tanks while the other tank is taken out of service for maintenance. Bill Yates and the Kennedy/Jenks team provided construction management services for construction of the new tank. In addition to constructing the centrate storage tank, the project also included tank mixing equipment, process piping and valves, an above ground control station for directing Centrate to and from the

	new storage tank and the existing Centrate tanks, significant over-excavation and recompaction at the new storage tank location, site grading and drainage facilities, instrumentation, electrical and reprogramming of the SCADA control system. Project 2: Bill Yates provided construction management services for the Rancho Las Virgenes Third Digester Project. Construction of the project included a new 1 MG digester and adjacent pumping and mixing building. The construction also included replacement of the existing steam heating system for existing Digesters Nos. 1 and 2 with a new hot water heating system and routing of new hot water supply and return lines from the existing Energy Recovery Building to the new digester building. Kennedy/Jenks worked closely with the Las Virgenes Municipal Water District, the lead agency, and Contractor on this $6 million project to maintain operation of the existing digesters during construction since interruptions could not occur.
Project cost:	Project 1: $1.5 million Project 2: $6 million

Reference 2	
Company name:	Santa Clarita Valley Water Agency
Address:	27234 Bouquet Canyon Road, Santa Clarita, CA 91350
Contact person:	Brian Folsom
Email address:	bfolsom@scvwa.org
Telephone address:	661-297-1600
Project name:	Project 1: ESIPS Pump No. 3 Construction Management Project 2: Magic Mountain Pipeline Phase 4 Inspection Services
Dates worked performed:	Project 1: June 2016 – June 2017 Project 2: February 2019 – present
Summary of scope of services:	Project 1: Bill Yates served as construction manager for replacement of the Santa Clarita Valley Water Agency's Earl Schmidt Intake Pump Station Pump No. 3 and Discharge Piping. This retrofit project included preparation and installation of a 9,750 gpm vertical turbine pump, a 350 Hp TEFC motor and 24-inch

	diameter process control ball valve at the 29,250 gpm rated capacity pump station. The project also included associated discharge piping and valves, motor control center modifications, electrical and instrumentation work and SCADA integration. Coordination with the Agency's engineering and operations staff was critical on this project in order to maintain operation of their Earl Schmidt Water Filtration Plant. Project 2: SCVWA is extending the Magic Mountain Phase 3 Pipeline to a planned reservoir (Magic Mountain Reservoir) in the Mission Village development of Newhall Ranch. The construction of the pipeline is occurring in three phases (Phases 4 through 6) to match the construction phases of the road and utility development by FivePoint Communities. The first phase of the pipeline extension, Magic Mountain Pipeline Phase 4, is approximately 2,300 feet long and includes a 42-inch diameter welded steel pipeline along with valve vaults and related pipeline appurtenances. FivePoint Communities is constructing the pipeline as part of its road and utility construction work, subject to reimbursement by SCVWA. SCVWA selected Kennedy/Jenks to provide inspection services for the project.
Project cost:	Project 1: $0.55 million Project 2: $3.1 million

Reference 3	
Company name:	Camarillo Sanitary District
Address:	601 Carmen Drive, Camarillo, CA 93010
Contact person:	Lucia McGovern
Email address:	lmcgovern@cityofcamarillo.org
Telephone address:	805-388-5334
Project name:	Effluent Diversion Pipeline Construction Management
Dates worked performed:	August 2016 – September 2017
Summary of scope of services:	Bill Yates and the Kennedy/Jenks team provided construction management and inspection services for the Camarillo Sanitary District's Effluent Diversion Pipeline. The project included construction of approximately 5,800 lineal feet of 24-inch recycled water pipeline in agricultural lands of which about 900 lineal feet was

	installed as a horizontal directional drill (HDD) crossing under Calleguas Creek. The project also included an approximate 85 foot long jack and bore crossing under an existing drainage channel.
Project cost:	$2.6 million

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: See Tab G, Attachment No. 9.

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: None.

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Bidders must provide fully inclusive blended rates, which are all-encompassing of the Bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
c) The maximum annual cost for the review for each of the two (2) years.
d) Clerical support and other indirect costs associated with each task.

Tab G - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the solicitation, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

BIDDER'S RESPONSE: Located in "Attachment 2"

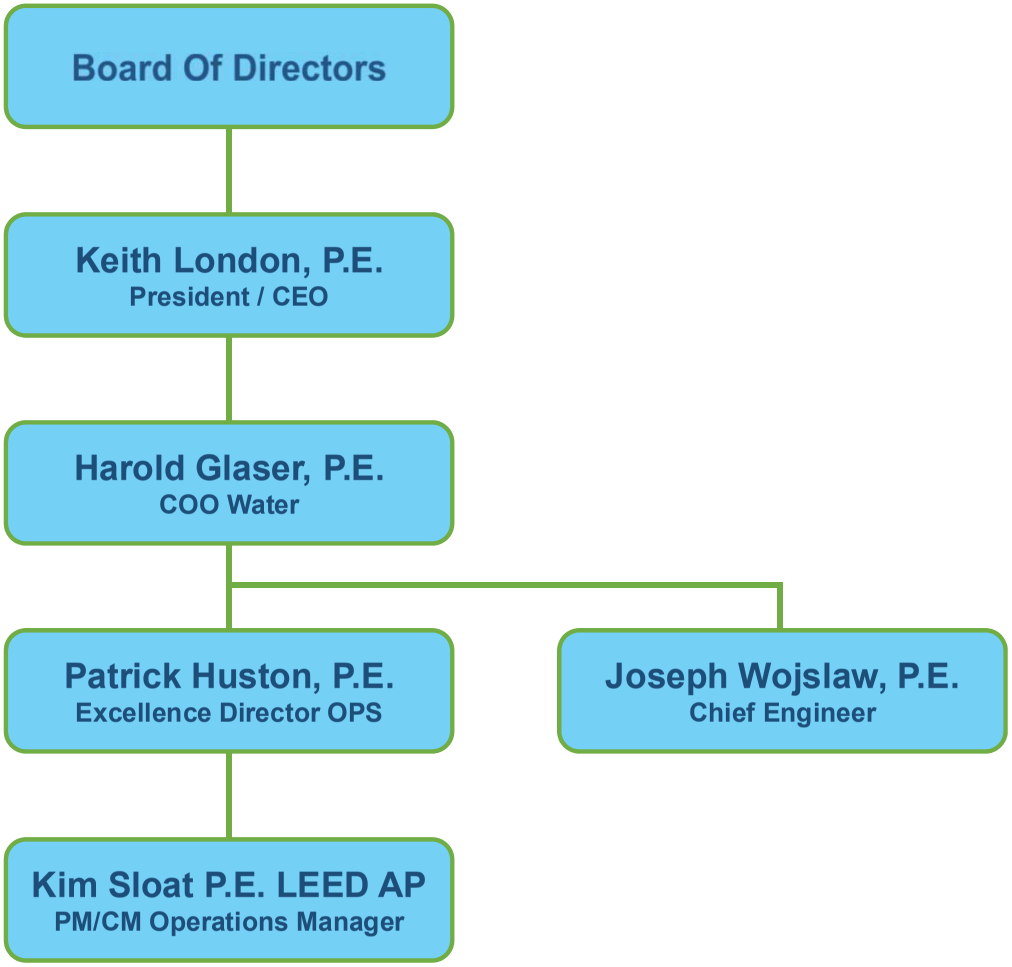
Tab G - Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the solicitation, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Bidder's Response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Kennedy/Jenks Org. Chart	28
Attachment 2	City of Oxnard Org. Chart	29
Attachment 3	Employee Bios	30
Attachment 4	Employee Bios	31
Attachment 5	Employee Bios	32
Attachment 6	Employee Bios	33
Attachment 7	Employee Bios	34
Attachment 8	Employee Bios	35
Attachment 9	List of Contracts Awarded During Last 3 Years	36
Attachment 10	K/J Fee Proposal	37

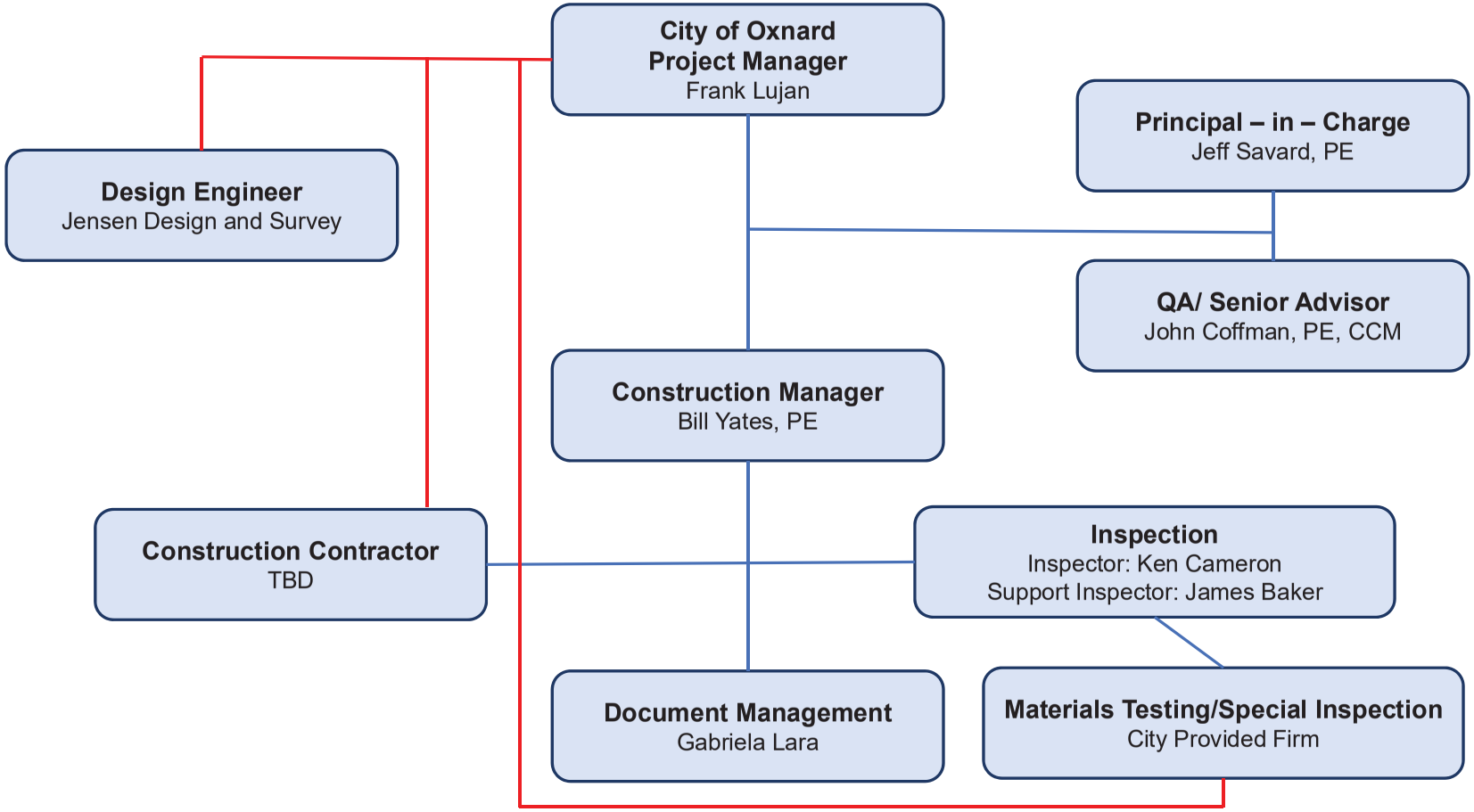
Attachment 1

KENNEDY/JENKS CONSULTANTS, INC.



Attachment 2

CITY OF OXNARD
Org. Chart



Jeff Savard

Position Title: Principal-in-Charge

Current Responsibilities:

Jeff Savard currently serves as Vice President of the firm and is a Senior project manager and manages many of the Ventura office projects. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4 CMS.

Qualification/Experiences:

Project Manager for the planning, preliminary design, final design, and construction management/inspection of the City of Oxnard's Blending Station No. 3 and Well Pumping Facility. The facility included wells, sodium hypochlorite system, ammonia system, office/lab, emergency generator, and fuel tank. Project also included approximately 7,000 feet of conveyance pipelines with diameters ranging from 24-inch to 36-inch as well as a bore-n-jack crossing at the Rose/Gonzales intersection.

Project Manager for the design and construction management/inspection of new reservoir inlet and outlet piping at the City of Santa Monica's Riviera Reservoir. Project involved 18", 24", and 36" diameter butt-fused HDPE piping inside an existing 25 MG reservoir.

Project Manager for the planning, design, and construction management/inspection of the City of Oxnard's GREAT Program Desalter. The project includes a 7.5 MGD treatment plant with Operations Building, Chemical Building, site improvements, and distribution system upgrades.

Project Manager for the City of San Buenaventura's Valley Vista Tank Replacement project. Kennedy Jenks provided construction administration services for the construction of a new one million gallon welded steel reservoir in the North Ventura Avenue area. The old tanks were removed and new native vegetation was planted at the old tank site. Also included in the project was replacement of 1,100 feet of 12-inch PVC water main in Bounds Road to connect the reservoir to the water system and construction of a 1,000-foot long paved access road.

Resident Engineer on the Isla Vista Sewer Replacement Project (Phase 2) for the Goleta West Sanitary Project. The project consisted of deep underground pipeline construction within the streets of a concentrated residential area.

Education: BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1990

Certifications/Licenses: Professional Civil Engineer, California (51156)

John Coffman

Position Title QA/Senior Advisor

Current Responsibilities

Construction Manager of civil engineering design, project management and construction management services. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4 CMS.

Qualification/Experiences

600 Zone Booster Pump Station, City of Santa Paula, Santa Paula, CA - *Construction Manager* - The project included a new 1,600 sf masonry building that also included 14' cast in place concrete retaining walls. Other aspects of the project included new vertical turbine pumps, motors, suction and discharge pipelines, electrical and pump installations. The project also included the abandonment of the older 600 Zone Booster Pump Station. Construction was completed in March 2017. Construction cost for this project was $3.4M.

MG Pre-stressed concrete reservoir and 1 mile ductile iron pipeline/$6.7 million Represented the City of Santa Paula - *Resident Engineer* - On this project where change orders were 0.25% of Construction Cost, managed bi-weekly meetings, change orders, RFI's, pay requests, and submittals. Coordinated inspections, daily reporting and communications to the City of Santa Paula. Performed the design of grading, drainage, street removal and replacement and jack and bore plans.

5 MG Pre-stressed Concrete Reservoir, Potable Water Tank and 36-inch Diameter Pipelines, Las Virgenes Municipal Water District, Calabasas, CA - *Resident Engineer/Design Engineer* - Design and construction of a $10.7M 5-MG potable water storage tank and 36-inch diameter twin steel pipelines project. Prepared plans, specifications, estimates, and bidding documents.

78-Inch Welded Steel Water Pipeline, Los Angeles Department of Water and Power, Los Angeles, CA - *Project Engineer* - Prepared construction plans for three miles of river supply conduit in North Hollywood. Also prepared the layout of the jack and bore tunneling. The project utilized an open cut plan and profile, and jacking/tunnel pit.

Water and Wastewater Infrastructure Design for the Tesoro Viejo Community Development, Tesoro Viejo, Inc., Madera, CA - *Project Engineer* - Led the design effort for 15,000 LF of 12-inch and 30-inch raw water pipeline improvements.

Potable Water Pipeline Design on Highway 118 and 34, Ventura County, Ventura, CA - *Project Manager* - Designed four miles of 8- to 12 inch potable water pipeline to replace lines located in heavily congested areas of State Highways 118 and 34 rights-of-way. Prepared specifications, bidding documents, technical memorandum, cost opinions, and secured plan approvals.

Education: BS, Civil Engineering, California Polytechnic State University, 1995

Certifications/Licenses:

Professional Civil Engineer, California (60754)
Certified Construction Manager (7219)

Bill Yates

Position Title Construction Manager

Current Responsibilities

Senior project manager and construction manager for design and construction projects including water treatment, water and sewer pipeline and pump station design, water storage facilities, construction inspection, hydrological and geological studies, water well systems, hydrological analysis testing, storm sewer design, residential land development, airport site selection, and drainage basin, irrigation, and river modeling projects. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4, 5, 6A constructability reviews.

Qualifications/Experiences

Camarillo Sanitary District, Effluent Diversion Pipeline – *Construction Manager* Responsible for construction management and inspection services for the District's Effluent Diversion Pipeline. The project included construction of approximately 5,800 lineal feet of 24-inch HDPE recycled water pipeline in agricultural lands of which about 900 lineal feet was installed as a horizontal directional drill (HDD) crossing under Calleguas Creek. The project also included an approximate 85 foot long jack and bore crossing under an existing drainage channel.

Castaic Lake Water Agency, Newhall Parallel – *Project Manager/Engineer* Responsible for project management, coordination, design, and construction management services of 6,000 feet of 54-inch and 48-inch steel pipeline. The project included major coordination with the property developer, connection to an existing 84-inch pipeline and a 700 foot open cut crossing of the Santa Clara River. The crossing included diversion of the 6 MGD river flow, dewatering system, 600 feet of sheet piles, and concrete encasement.

Castaic Lake Water Agency, Lateral Extension and Storage Pipeline – *Project Manager/Engineer* Responsible for project management, coordination, design, and construction management services of 4,000 feet of 42-inch steel pipeline. The project included tying into an existing 48-inch pipeline, 380 feet of concrete encasement, crossing of several large diameter high pressure gas lines, and coordination with several property owners. This was a fast track project with separate contract documents for pipe fabrication and pipeline installation which was completed within 4 weeks.

City of Oxnard, Blending Station No. 3 Supply Pipelines – *Construction Manager* Responsible for construction management services for the installation of approximately 6,000 feet of 36, 27, and 24" pipeline. Construction occurred in major City streets and crossed significant intersections requiring significant coordination with the City, businesses and all city emergency service providers.

Education

BS, Civil Engineering, Colorado State University, 1982
MS, Water Resources Planning and Management, Colorado State University, 1987

Certificates/Licenses

Professional Civil Engineer, California (48658)
Professional Civil Engineer, Oregon (85271)

Ken Cameron

Position Title Inspector

Current Responsibilities

Project Coordinator and inspector working in various aspects of project construction, conception, development, and management. Current projects include Santa Clarita Valley Water Agency Magic Mountain Pipeline 4 CMS.

Qualification/Experiences

Vail Cooper & Associates – Riverside, CA *- Lead Construction Inspector* **-** California Department of Water Resources, Southern, CA. Served as Lead Inspector for various DWR aqueduct, pumping and power plant projects throughout Southern California. Observed and verified construction of aqueduct turnout structures, including excavation, soil backfill and compaction, slurry backfill, rebar & concrete placement for walls, floors, decks, aqueduct liner, pipe installation (up to 144"), valves, flanges, ARV's, primer stations, water line pressure testing.

Caltrans, Carpinteria, CA - *Lead Inspector* - $55M freeway widening and bridge replacement project. Coordinated other inspectors, soil testers, CHP (COZEEP), and traffic control for various aspects of the project, both night and day work. Observed and inspected k-rail installation, underground utilities, grading, base material, asphalt, stripping, lane/road closures, repairs, clearing and grubbing, SWPPP's & BMP's, sign installation, traffic accident reporting, monthly bid item quantities, weekly progress meetings, daily reports with digital photos.

City of Camarillo Sanitary District, CA - *Lead Inspector* - 24" HDPE and 16" Restrained PVC reclaimed water lines, fusing & testing of HDPE, potholing utilities, blind flanges, BFV's, MJ fittings, meter & valve boxes, ARV's, ductile iron turnouts, jack & bore pit, wale braces & sheet piles, shields, de-watering, shoring, traffic plates, traffic control, sand bedding, backfill, compaction, slurry backfill, concrete thrust blocks, rebar installation, concrete pads, pressure testing, asphalt and sidewalk replacement and repairs.

City of Thousand Oaks, Hill Canyon Wastewater Treatment Plant, Camarillo, CA - *Construction Manager/Lead Inspector* - North & South Headworks Upgrade and the Bio Solids Processing Improvements projects (Two separate projects, contracts & Engineers worked simultaneously). Observed and verified demolition and/or installation of new equipment, pumps, valves, pipes, safety railing, steps, concrete, asphalt, and electrical for the Headworks, Digesters, Fats, Oils & Grease, and the Storm Water Pump Station.

Newhall Land & Farm – Valencia, CA *- Operations Improvement Manager -* Served as Project Manager for the duration of construction on Temporary Fire Station 154 while providing take-off's, quantity estimates, cost saving changes, and budget estimates prior to start of construction. Worked in coordination with the Community Development Department, Fire Department, Contractors and the County of Los Angeles.

New Turf Construction – Camarillo, CA *- Supervisor* - Coordinated jobs for underground utilities, storm water filter systems, pump stations, tank sites, etc.

Education

BS, Business Management, California Lutheran University, 2001

Certificates/Licenses: N/A

James Baker

Position Title Support Inspector

Current Responsibilities

Construction inspector working in various aspects of project construction, conception, development, and management.

Qualification/Experiences

Construction Inspection and Engineering, Various Construction Projects, Escondido, California – *Inspector* - Observe/inspect foundation excavation, formwork, concrete reinforcement, concrete placement, epoxy anchor retrofit, masonry, structural steel, fireproofing, grading observation & compaction testing, trenching and backfill utilities, monitoring for compliance with codes, and specifications.

Naval Facilities Engineering Command (NAVFAC), P750 Helicopter Maintenance Facility, Coronado, California - *Construction Inspector* - The P750 helicopter maintenance facility was a multi-story, steel framed, 3-bay maintenance hangar with concrete foundation, concrete first and second floors, interior partitions, steel roof deck, masonry walls, deep foundations, and stone columns.

United States Air Force, P111 MALS-39 Aircraft Maintenance Hangar, Camp Pendleton, California - *Construction Inspector* - The MALS-39 Aircraft maintenance hangar included a hangar bay and an attached 2-story administration building with a combined gross area of 37,997 square feet.

Naval Facilities Engineering Command (NAVFAC), 41 Area Barracks, Camp Pendleton, California - *Construction Inspector* - 41 Area at Camp Pendleton was a design-build project with 16 structures, two parking garages, three bridges, and miles of road and utility improvements and the demolition of 10 structures in two separate geographical locations.

Stone Brewery Company, Brewery Packaging Hall, Escondido, California - *Construction Inspector* - Features included a new 59,815-square-foot building, kegging and bottling capacity, storage tank installation and expanded barrel aging program.

United States Marine Corps, Camp Pendleton Water/Wastewater System, Camp Pendleton, California - *Construction Inspector* - This ongoing $260 million program included new potable and recycled water systems. The program's cornerstone is the 5-million-gallon-per-day Southern Region tertiary treatment plant that consolidates wastewater treatment from outdated sewage treatment facilities.

United States Marine Corps, P-1014 Truck Company Operations Complex, Camp Pendleton, California - *Construction Inspector* - This design-build project constructed a new operations complex for 224 personnel with 200 tactical vehicles.

Education: High School Diploma

Certificates/Licenses

U.S. Army Corps of Engineers CQM Cert. # SW9-02-14-00003
ICC Certified Reinforced Concrete Special Inspector #8046486
ICC Certified Structural Masonry Special Inspector #8046486
ICC Certified Structural Steel & Bolting Special Inspector #8046486
ACI Certified Concrete Field tech grade 1 #01179560

Gabriela Lara

Position Title: Document Management

Current Responsibilities:

Gabriela Lara has many years of experience with construction management projects. Part of her experience has been tracking and logging RFIs and submittals and routing for reviews and approvals by team members. She currently serves as project administrator in the Oxnard office. Her project administration duties include project and budget setup, client invoicing, preparation and execution of subconsultant agreements, submitting vendor and subconsultant invoices for approval and payment, and organization and management of project files and deliverables. Gabriela also provides editing and word processing of deliverables.

Qualification/Experiences:

- Santa Clarita Valley Water Agency - Construction Management Inspection and Material Testing Services for Magic Mountain Pipeline Phase 4 & 5 Project
- 600 Zone Booster Pump Station, City of Santa Paula, Santa Paula, CA
- Westlake Pump Station Upgrade Project, Las Virgenes Municipal Water District, Westlake Village, CA

ATTACHMENT 9

Kennedy/Jenks Consultants Inc.

List of Contracts for Last Three (3) Years

Project Name	Award Date	Type of Services	Contract NTE	Location	Contracting Company	Contact Name	Phone #
WWTP Rehabilation Phase 1 ESDC & CM	5/1/2015	CM	$2,149,439.00	Carmel, CA	Carmel Area Wastewater District	Barbara Buikema General Manager	831-624-1248
Kealakehe Wastewater Treatment Plant Aeration Upgrade and Sludge -Removal Construction Management Services	2/26/2015	CM	$1,924,255.00	Kealakehe, HI	County of Hawaii, Dept of Envir Mgt	Dora Beck, PE Wastewater Division Chief	808-961.8513
600 Zone Booster Pump Station CM	6/29/2015	CM	$457,778.00	Santa Paula, CA	City of Santa Paula	Brian Yanez Interim Public Works Director	805-933-4212
CM for Rainier Valley Wet Weather Storage – CSO Control Project	3/7/2016	CM	$1,721,680.00	King County, CA	King County	Elizabeth (Liz) Gaskill Capital Project Manager IV	206-477.5608
Westlake Filtration Plant Expansion	12/8/2015	CM	$287,305.00	King County, CA	Las Virgenes Municipal Water Dist.	John Zhao	818-251-2100
CM and Inspection Service Order 2 – Digester and Thickener	10/3/2016	CM	$4,210,413.00	San Jose, CA	City of San Jose	Paul Krukar, Public Works	408-635-6652
Construction Management and Inspection Services, Laguna Treatment Plan – Primary Structure Upgrade – Phase 1	7/1/2016	CM	$652,595.68	Santa Rosa, CA	City of Santa Rosa	Tracy Duenas Transportation and Public Works	707-543-3800
CM for the Hilo Wastewater Treatment Plant Outfall Repair Project	6/29/2016	CM	$1,037,659.00	Hilo, Hawaii	County of Hawaii, Dept of Envir Mgt	Dora Beck Wastewater Division Chief	808.961.8513
Jacobs-King County WTD -CM Services for the Georgetown Wet Weather Treatment Station Project (Phase 2B)	1/1/2018	CM	$2,110,472.00	King County, WA	King County-Jacobs Engineering Group Inc	Jacobs: Jeff Schmidt, Project Manager	425.456.9744
CS-297.D, Provide Construction Safety Oversight and Support for Wastewater Enterprise Construction Projects MCK Americas – Provide Construction Safety Oversight and Support for Wastewater Enterprise Construction Projects	9/27/2016	CM	$381,305.00	San Francisco, CA	San Francisco Public Utilities	MCK Americas, Inc. Attention: Brendan P. McDevitt	415-656-3264
Construction Management Support Services, Palo Alto RWQCP Sludge Dewatering and Loadout Facility, City CIP#: WQ-14001	6/5/2017	CM	$375,720.00	Palo Alto, CA	City of Palo Alto	Mr. Michael Jaeger, P.E. Vice President @ Tanner Pacific	650-566-4512
WQCP Wet Weather and Digesters Improvement Project CMS	9/5/2017	CM	$3,776,250.00	South San Francisco	City of South San Francisco	Matt Ruble, P.E. Acting Principal Engineer	650-829-6220

Attachment 10

City of Oxnard **K/J Fee Proposal**

Hueneme Road Recycled Water Pipeline Phase II Project CMS

Construction Management Services																	
Project Staffing Plan								**2019**									
Months		Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price	
Work Days Per Month			20	19	21	22	22	20	22	22	20	22	19	20			
K/J Team Staffing																	
Construction Manager	Bill Yates	$ 215	0	0	0	0	0	48	48	48	48	48	48	48	336	$	72,240
QA/Senior Advisor	John Coffman	$ 215	0	0	0	0	0	0	2	2	2	4	4	4	18	$	3,870
Inspector	Ken Cameron	$ 205	0	0	0	0	0	20	20	20	160	176	152	160	708	$	145,140
Support Inspector	James Baker	$ 175	0	0	0	0	0	0	0	0	16	16	16	16	64	$	11,200
Document Management	Gaby Lara	$ 85	0	0	0	0	0	32	32	32	32	32	32	32	224	$	19,040
Total K/J Team Staff																**$**	**251,490**
Expenses			$0	$0	$0	$0	$0	$0	$250	$250	$250	$500	$500	$500		$	2,250
Total by Year															**1062**	**$**	**253,740**

Construction Management Services																	
Project Staffing Plan								**2020**									
Months		Billing Rate	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Hours	Total Price	
Work Days Per Month			20	19	21	22	22	20	22	22	20	22	19	20			
K/J Team Staffing																	
Construction Manager	Bill Yates	$ 220	48	48	48	48	48	48	48	48	48	0	0	0	432	$	95,040
QA/Senior Advisor	John Coffman	$ 220	4	4	4	4	4	4	4	4	4				36	$	7,920
Inspector	Ken Cameron	$ 210	160	152	168	176	176	160	176	176	0	0	0	0	1344	$	282,240
Support Inspector	James Baker	$ 180	16	16	16	16	16	16	16	16		0	0	0	128	$	23,040
Document Management	Gaby Lara	$ 90	32	32	32	32	32	32	32	32		0	0	0	256	$	23,040
Total K/J Team Staff																**$**	**431,280**
Expenses			$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500		$	6,000
Total by Year															**1812**	**$**	**437,280**

Total Recommended Budget $ 691,020

Assumptions:

1) July 2019 NTP. 15 month construction contract duration.
2) Three month submittal/procurement period at beginning of project.
3) Materials testing /special inspection provided by City retained firm. Any periodic grade verification would also be provided by City surveyors or retained firm.
4) Inspection hourly rates are prevailing wage. Night work is paid at 1.5 times straight time rate.
5) Inspector assumed to work nights only. Support Inspector will work days only and assumes 4 hours/week day work is required.

Award Agreement A-8204 to Kennedy Jenks Consultants Inc., for Construction Management Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42

Public Works and Transportation Committee
January 28, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council award and authorize the Mayor to execute Agreement A-8204 in the amount of $733,120 with Kennedy Jenks Consultants Inc., for Constructability Review, Construction Management, Observation and Inspection Services for the Hueneme Road Recycled Water Pipeline Phase II Project PW17-42 (106002).

2

BACKGROUND

- The next section of the Groundwater Recovery Enhancement and Treatment (GREAT) program's recycled water pipeline will run along Hueneme Road from the end of the first phase of the pipeline at Olds Road and terminate at Wood Road.
- Phase II pipeline is to bring recycled water to the large agricultural customers on the east side of the Oxnard Plain.
- The City is presently using a pipeline owned by Calleguas Municipal Water District (Calleguas).
- The length of this portion of high-density polyethylene (24" HDPE) pipe is three (3) miles.

3

DISCUSSION

- The City will no longer have access to this line in the future, because Calleguas will be using its pipeline for its intended use as a brine discharge line.
- The specific work for this contract includes:
  - Constructability Review
  - Construction Management
  - Observation and Inspection services which will provide assurance that the Construction being performed is in conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book).

4

DISCUSSION

- The City received six proposals from qualified consultants.
- Interviews for the selection process were held on June 17, 2019.
- City staff consisting of the Assistant Public Works Director, City Engineer, and Wastewater Infrastructure Manager evaluated qualifications for all consultants and recommended Kennedy Jenks as the most qualified firm to satisfactorily provide Construction Management Services for this Project.

5

FINANCIAL IMPACT

There is currently $11,280,000 available funding from Hueneme Road Recycled Water Pipeline Phase II (Capital Improvement Project No. 106002, Resource Development Fee – Fund 603). This amount will be sufficient to cover the constructability review, construction management, observation, and inspection for this project.

6

QUESTIONS
ANSWERS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5.

DATE: January 28, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Approve AutoZone Parts, Inc. Agreement A-8149 for Fleet Services. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council:
1. Approve and authorize the Mayor to execute Agreement A-8149 with AutoZone Parts, Inc. (AutoZone) to provide off-site automotive parts, supplies and services required by the Fleet Services Division, for an amount not to exceed $4,600,000 and valid through November 30, 2024; and
2. Ratify the change order to the existing AutoZone Blanket Purchase Order 7155, for parts and supplies needed until Agreement A-8149 is approved by City Council.

BACKGROUND

Fleet Services (Fleet) currently maintains and manages the City's 917 vehicle and equipment fleet, valued at over $42 million. This includes in-house preventative maintenance, comprehensive inspection and light to heavy repairs. Fleet is also involved in the procurement process and disposition of City vehicles, including vehicle selection, specifications, outfitting and bid solicitations. Fleet staffs 28 Full-Time Equivalent (FTE) employees, 21 of whom are mechanics. Fleet relies on multiple vendors for parts and supplies on a daily basis to properly maintain vehicles and equipment fleet.

DISCUSSION

AutoZone is an American retailer of aftermarket automotive parts and accessories, the largest in the United States. Founded in 1979, AutoZone has over 6,000 stores across the United States, Mexico, and Brazil.

This Agreement will support the operational requirements for an off-site parts provider by:

1. Having a dedicated parts team and delivery service assigned to Fleet Services
2. Eliminating monthly overhead costs for an on-site parts providing service
3. Inventorying and storing any additional stock at vendors' location
4. Having a delivery time of 30 minutes for in-stock parts during regular or after hours (emergency use)
5. Making AutoZone responsible for parts warranty processing when defective parts are identified by City staff
6. Allowing City access to vendor's nationwide inventory distribution system that will reduce wait time for parts and shorten vehicle/equipment downtime
7. Given AutoZone's purchasing power as a national retail/wholesale parts source, passing on savings to City

The City will be a participating agency in the Omnia Partners/National IPA cooperative agreement R170201 that was competitively solicited on January 13, 2017. The cooperative extends to the City a fifty-percent (50%) discount off AutoZone's published price list. All required insurance coverage for the Agreement has been verified and approved.

On December 31, 2019, staff requested that Autozone Purchase Order #7155 be increased in the dollar amount of $140,000 and extended through March 5, 2020, while staff finalized the Autozone contract. This increased dollar amount of not to exceed $980,000 to the Autozone Purchase Order #7155 needs to be ratified by City Council because it was beyond the City Manager's signing authority of $200,000.

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 total value of the Agreement has been estimated to be $4,600,000 through November 30, 2024. In Fiscal Year 2019-20, $350,000 has been allocated for this Agreement. The Fleet Services Repair Parts (Account 741-7501-853.81-21) is sufficiently budgeted for this amount. In subsequent fiscal years, funds will be budgeted accordingly.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. AutoZone Agreement A-8149
2. National IPA Cooperative Contract R170201 Renewal
3. BPO 7155 CO1 (CM_Mayor Sig)
4. AutoZone Parts A-8149 PowerPoint Final

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AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: _____, 2020

(2) Vendor: AutoZone Parts, Inc.

(3) Services: Vendor to provide off-site Automotive Parts and Supplies to the City's Fleet Services Division. Cooperative agreement with Omnia Partners, National IPA Contract #R170201 - Automotive Parts and Supplies

(4) Agreement Ending Date: November 30, 2024

(5) Total Agreement Amount: $4,600,000

(6) City's Project Manager: Joseph Rodriguez

(7) Vendor's Project Manager: Dennis Lerchbacker

(8) Insurance Coverage: INS-1

(9) What wages are required for this Project?

☒ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(10) Addresses for Notice:

FOR VENDOR:	**FOR CITY:**
123 South Front Street Memphis, TN 38103 Attn: Dennis Lerchbacker, Development Manager	1060 Pacific Avenue, Bldg #1 Oxnard, CA 93030 Attn: Joseph Rodriguez, Interim Fleet Manager

(11) Contact Emails: Dennis.Lerchbacker@autozone.com Joseph.rodriguez@oxnard.org

VENDOR'S PROJECT MANAGER:	**CITY'S PROJECT MANAGER:**
Dennis Lerchbacker, Development Manager	Joseph Rodriguez, Interim Fleet Manager

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-B)

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AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

6. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

7. Non-Appropriation of Funds. Payments to be made to Vendor 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 appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

8. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as

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the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

9. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

10. Additional Work. City may request additional specified work under this Agreement. The Parties must execute an amendment or statement of work detailing the work and rates

11. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all pre-approved, in accordance with Vendor's Reimbursement Policy, 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

14. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. 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. Vendor's obligation to hold harmless, defend and indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 14 are the result of the active negligence or willful misconduct of any of the City, it's employees, or it's third party contractors.

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b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. If it is finally adjudicated that liability was caused by the active negligence or willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

15. Limitation of Liability. In order for the City to obtain the benefits of the pricing for Goods, the City agrees to limit Vendors liability arising from Vendor's professional acts, errors or omissions such that the total liability of Vendor shall not exceed Vendor's total fees for the Goods provided under this Agreement.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City

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has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

WARRANTY. AutoZone shall warrant all application specific goods sold to City under this Agreement to be free from defects in materials and workmanship for the period of the then current standard warranty offered by AutoZone to its retail customers for such goods. Notwithstanding the foregoing, AutoZone agrees that City will receive the benefit of any warranty provided by AutoZone's vendor that AutoZone may pass through to the City. The warranty stated in this section represents the total liability of AutoZone for any goods. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Any breach of an express product warranty issued by City to a customer or end user of any of the goods that exceeds either the scope of the manufacturers' express warranties or such other warranties set forth in this Agreement or agreed to by AutoZone in writing shall be responsibility of City.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and

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unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100,

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comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. 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 to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page 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.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

AUTOZONE PARTS, INC.

DocuSigned by:
Phil Daniele Sr V Phillip Daniele
Sr. Vice President Commercial
10/31/2019 | 10:52:15 A
Date

DocuSigned by:
Joe Larry Sellers, Jr
Joe Larry Sellers, Jr.,
Vice President Commercial
10/31/2019 | 10:46:49 A
Date

AZ Legal Approval: DS JB

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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EXHIBIT A

SCOPE OF SERVICES

Scope
Vendor shall provide to the City Automotive Parts and Supplies and shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. To inblcude but not limited to:

- ✓ Stored materials
- ✓ Return policy
- ✓ Warranty
- ✓ Audit Rights
- ✓ Services
- ✓ Categories

1. Stored Materials
Stored materials: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

2. Return policy
Vendor will accept returns, which are in original packaging and in a new, saleable condition.

Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

3. Warranty
Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. vendor's standard labor warranty will be passed through.

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4. Audit Rights

Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by the City. Each party reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of five (5) years from the effective date of termination from the date of final payment. Such records shall be made available to the City upon request. In the event that the City is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, the City shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. The City may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by the City.

5. Services

New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the Agreement.

6. Categories

The following is a list of suggested (but not limited to) categories. List all products along with equipment specification (if not included in price list) that you are responding to:

a) Accessories - Interior & Exterior
b) Air Conditioning
c) Battery & Accessories
d) Belts & Hoses
e) Brakes
f) Charging & Starting
g) Cooling & Heating
h) Engine Parts & Mounts
i) Exhaust Filters & PVC Valves
j) Fuel & Emissions
k) Hardware & Fasteners
l) Ignition & Tune-up
m) Lighting & Electrical
n) Oil, Fluids & Chemicals
o) Performance Suspension & Steering
p) Tools & Shop Equipment
q) Transmission & Transaxle
r) Truck & Towing
s) Waxes & Washers
t) Wiper Blades
u) Additional Services or Products
v) Available All products must be new and of the latest design and quoted from the most up to date product line catalog. In some instances, the product may be remanufactured at which time the participating entity must be notified at time of quote and/or before purchase is finalized.

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7. Battery and Radiator Core Charges (including pick-up & delivery)
Vendor shall provide the choice to be charged for cores, or to be core-deferred. Coredeferred: There are no charges for cores, unless the core is not received within 72 hours.

8. Delivery Time for stock and non-stock parts
Vendor's stocked parts, the delivery commitment is as follows:

0 – 3 miles = 30 minutes (or less)
3 – 5 miles = 45 minutes (or less)
5 – 7 miles = 60 minutes (or less)
7+ miles = Scheduled Delivery

For non-stocked parts, Vendor shall deliver the day the order is placed. However, in most cases, the delivery would occur within 1-3 business days.

9. Delivery Time for emergency parts
If the product is in stock at the Vendor's facility, the delivery commitment is as follows:

0 – 3 miles = 30 minutes (or less)
3 – 5 miles = 45 minutes (or less)
5 – 7 miles = 60 minutes (or less)
7+ miles = Scheduled Delivery

Vendor shall make every attempt to expedite emergency parts, beyond the times shown above.

10. Used Oil and Battery Recycling
Vendor is an authorized collector of cores, indemnified by Johnson Controls. Vendor can also accept used oil for recycling.

11. Battery Testing
Vendor provides free battery testing at Vendor's stores.

12. Loaner Tool Program
Vendor has a tool loaner program. The City is required a deposit to borrow a tool, and receives the deposit when the tool is returned in good condition.

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EXHIBIT B

RATES AND COSTS

PRICING

Pricing under the awarded agreement is a 50% discount off list price published on the industry-leading online ordering system at www.Autozonepro.com.

On a daily basis, AutoZone's "best pricing logic program" automatically calculates the percent-off discount against any regional or national promotional pricing programs. If the promotional pricing offer provides a lower price than the catalog's normal discount pricing plan, the agency receives the lower of the two prices.

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INSURANCE EXHIBIT

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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. 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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 work commences. 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 by either party, 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City 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. Any deductibles or self-insured retentions must be declared to and 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 contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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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 notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

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Agreement No. **A-8149**

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 [x] 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**					

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

Agreement No. **A-8149**

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 $_____ coverage. ☐ Per Occurrence

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

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
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, employees and volunteers 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 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 this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

Agreement No. **A-8149**

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: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

DocuSign Envelope ID: C497877F-07B4-41C0-A6CF-79983453A0BE

October 30, 2019

Joe Sellers
Commercial Vice President
AutoZone Parts, Inc.
123 South Front Street
Memphis, TN 38103
joe.sellers@autozone.com

Re: Renewal Award of Contract #R170201

Dear Mr. Sellers:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that AutoZone Parts, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on February 23, 2017, and subsequent performance thereafter:

Contract

Automotive Parts and Supplies

The contract will expire on April 30, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 415-8923 or jessica.goforth@omniapartners.com.

The partnership between AutoZone Parts, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

CITY OF OXNARD CALIFORNIA

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007155

DATE: 12/31/19

VENDOR PHONE: (0) -
VENDOR FAX: ( ) -
VENDOR #: 20401
VENDOR ADDRESS: AUTOZONE STORES LLC.
123 S. FRONT STREET
MEMPHIS, TN 38103

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/02/2020	0000004347	01/02/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

CHANGE ORDER
AUTO PARTS SUPPLIES
Effective date: 01/02/2019
Expiration date: 03/01/2020
Not to exceed: 980,000

AUTO PARTS FOR FLEET SERVICES
BLANKET PO FOR AUTO PARTS & SUPPLIES
NATIONAL IPA CONTRACT #R170201.
NOT TO EXCEED: $200,000.
5/1/19 - INCREASE PO FROM $200K TO 260K FOR FY18-19.
6/27/19 REQUEST TO INCREASE BPO 7155 FROM $200,000 TO $300,000.
12/31/19 - EXTENDING TERM TO 3/1/20 AND INCREASE TO $980,000 TO COVER INVOICES. BPO WILL BE RATIFIED AT COUNCIL ON 2/18/20 ALONG WITH AMGT A-8149. PG

TOTAL PURCHASE AMOUNT	$0.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. Tim Flynn
Timothy Flynn
Mayor

ce to the attached terms and conditions of the City of Oxnard

AUTHORIZED SIGNATURE
Alexander Nguyen
City Manager 12/31/2019

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007155

DATE: 8/27/2019

VENDOR PHONE: (0) -
VENDOR FAX: ( ) -
VENDOR #: 20401
VENDOR ADDRESS: AUTOZONE STORES LLC.
123 S. FRONT STREET
MEMPHIS, TN 38103

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/02/2020	0000004347	01/02/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

BLANKET ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007155

DATE: 8/27/2019

VENDOR PHONE: (0) -
VENDOR FAX: ( ) -
VENDOR #: 20401
VENDOR ADDRESS: AUTOZONE STORES LLC.
123 S. FRONT STREET
MEMPHIS, TN 38103

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
01/02/2020	0000004347	01/02/2019	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
      ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Approve AutoZone Parts, Inc., Agreement A-8149 for Fleet Services

Public Works and Transportation Committee
January 28, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council:

1. Approve and authorize the Mayor to execute Agreement A-8149 with AutoZone Parts, Inc. (AutoZone) to provide off-site automotive parts, supplies and services required by the Fleet Services Division, for an amount not to exceed $4,600,000 and valid through November 30, 2024; and

2. Ratify the change order to the existing AutoZone Blanket Purchase Order 7155, for parts and supplies needed until Agreement A-8149 is approved by City Council.

2

BACKGROUND

- Fleet Services (Fleet) currently maintains and manages the City's 917 vehicle and equipment fleet, valued at over $42 million.
- This includes in-house preventative maintenance, comprehensive inspection and light to heavy repairs.
- Fleet is also involved in the procurement process and disposition of City vehicles, including vehicle selection, specifications, outfitting and bid solicitations.
- Fleet staffs 28 Full-Time Equivalent (FTE) employees, 21 of whom are mechanics.

3

BACKGROUND

- To maintain the vehicle and equipment fleet, staff time spent procuring, receiving, billing and tracking parts/supplies was equal to approximately $1,500,000 in Fiscal Year 2018-19.
- Fleet relies on multiple vendors for parts and supplies on a daily basis for fleet operations.

4

DISCUSSION

- AutoZone is an American retailer of aftermarket automotive parts and accessories, the largest in the United States. Founded in 1979, AutoZone has over 6,000 stores across the United States, Mexico, and Brazil.

- This Agreement will support the operational requirements for an off-site parts provider by:

  1. Having a dedicated parts team and delivery service assigned to Fleet Services

  2. Eliminating monthly overhead costs for an on-site parts providing service

5

DISCUSSION

3. Inventorying and storing any additional stock at vendors' location

4. Having a delivery time of 30 minutes for in-stock parts during regular or after hours (emergency use)

5. Making AutoZone responsible for parts warranty processing when defective parts are identified by City staff

6. Allowing City access to vendor's nationwide inventory distribution system that will reduce wait time for parts and shorten vehicle/equipment downtime

7. Giving the City AutoZone's purchasing power as a national retail/wholesale parts source, passing on savings to City

6

DISCUSSION

- The City will be a participating agency in the Omnia Partners/National IPA cooperative agreement R170201 that was competitively solicited on January 13, 2017. The cooperative extends to the City a fifty-percent (50%) discount off AutoZone's published price list.

OMNIA PARTNERS

NATIONAL IPA EXPERIENCED • FOCUSED • TRUSTED

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

7

FINANCIAL IMPACT

- The total value of the Agreement has been estimated to be $4,600,000 through November 30, 2024.
- In Fiscal Year 2019-20, $350,000 has been allocated for this Agreement.
- The Fleet Services Account 741-7501-853.81-21 is sufficiently funded for this amount. In subsequent fiscal years, funds will be budgeted accordingly.

8

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.6.

DATE: January 28, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Award Trade Services Agreement A-8192 to PBC Commercial Cleaning Systems, Inc. for Custodial Services for the Oxnard Transit Center (OTC). (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8192 with PBC Commercial Cleaning Systems, Inc., (CCS) for a term of three (3) years for a total contract value of $436,425 to provide custodial services at the Oxnard Transit Center located at 201 East Fourth Street.

BACKGROUND

On February 28, 2019, the City issued a request for bids (RFB) No. DS 19-56 for custodial services at the Oxnard Transit Center (OTC) located at 201 East Fourth Street. The City received two (2) responsive bids by the March 21, 2019, closing date. The selected bidder, Joranda Marketing Inc., (Jan-Pro) provided the lowest responsible and responsive bid. On June 18, 2019, the agreement was awarded by Council and Jan-Pro began providing custodial services at the OTC.

On October 9, 2019, Jan-Pro submitted a written notice to terminate services effective November 9, 2019, due to the City's Living Wage Policy. At the direction of the Purchasing Division, the second lowest responsible bidder, CCS, was contacted to provide custodial services. Oxnard City Corps is currently providing custodial services in the interim.

DISCUSSION

The OTC operates 365 days a year as the center for train and bus service to the region. The building is open every day from 6:00 a.m. to 10:00 p.m.

The original bid response submitted by CCS included an additional cost table for consumables/supplies. Purchasing sent CCS a Request for Clarification (RFC) No. 1 requesting them to provide a combined all-inclusive bid as per the bid request, making their bid go from $30.82 per staff hour to $33.80. RFC No. 2 was sent to CCS to add services for approximately thirty four (34) outdoor trash receptacles and six (6) recycle receptacles which brought the new amount to $34.97 per staff hour.

CCS will provide a full-service custodial services (Service Level 1), at an hourly cost per staff hour of $34.97

and an hourly cost per staff hour of $45.00 for special requests/emergency cleaning. CCS staff is on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m. Emergency cleaning services are provided as needed by the City.

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 total cost of the agreement is $436,425 and will be split accordingly among each fiscal year using TDA Fund of Oxnard Transportation Center Professional Contract (account no. 213-3110-803-82-09). The anticipated cost of the remaining years of the agreement will be requested in the budget process of FY 20/21, FY 21/22 and FY 22/23. We estimate 21 weeks in FY 19/20 from start date of the contract to FY 20/21 and an estimated 31 weeks FY 22/23. Please see the following table below. The OTC does not receive General Fund revenue. Funding for the OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim. The City submits a claim for State of California Transportation Development Act (TDA) funds for the OTC operating budget (Fund 213).

FY 19/20	FY 20/21	FY 21/22	FY 22/23	Grand Total
$53,162	**$145,475**	**$145,475**	**$92,313**	**$436,425**

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PBC Commercial Cleaning Systems, Inc. - A-8192
2. DS 19-56 Custodial Services for the Oxnard Transit Center (OTC)
3. Jan Pro Termination Letter for Cudtodial Services 10-16-19
4. Original Response - CCS Proposal - Oxnard Transit Center
5. RFC No. 1
6. RFC No. 2
7. Commercial Cleaning PowerPoint Presentation - A-8192

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: February 4, 2020

(2) Vendor: PBC Commercial Cleaning Systems, Inc.

(3) Services: Custodial Services for the Oxnard Transit Center (OTC)

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: February 3, 2023

(6) Total Agreement Amount: $436,425

(7) City's Project Manager: Brian Yanez

(8) Vendor's Project Manager: Michael Kaa

(9) Insurance Coverage: INS-B

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

840 Apollo Street, Suite 307
El Segundo, CA 90245
Attn: Michael Kaa, Account Manager

FOR CITY:

305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistant Public Works Director

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

mkaa@ccsbts.com

CITY'S PROJECT MANAGER:

brian.yanez@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☒ Insurance Exhibit (INS-B)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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 appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. 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. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. 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 to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page 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.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Date

PBC COMMERCIAL CLEANING SYSTEMS, INC.

Dana A. Holladay, Senior Vice President Date

Janet Kiefer, CFO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
Attorney (always required)

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

I. **Principal Items of Work:** The principal items of work shall include, but not be limited to the following, which are to be performed seven (7) days per week:

a. **Graffiti Control**

1. All interior walls, partitions, signs, phones, posts and furnishings shall be kept free of all graffiti and checked for any signs of vandalism
11. All vandalism will be reported to the Oxnard Transit Center (OTC) manager.

b. **Daily Services (Interior Services)**

1. Empty all trash containers (twice daily)
11. Vacuum all carpeted areas. Dust mop all floors, stairwells and elevators
111. Dust and polish all furniture
iv. Mop all floors, stairwells and elevator (utilize a No Rinse with optical Brightener)
v. Clean all service counters and reference desks including the office of Gold Coast Transit
v1. Clean, mop and sanitize all restrooms and drinking fountains, and re-stock restrooms (twice daily)
v11. Clean, sanitize and polish all various restrooms fixtures, including toilet bowls, urinals, diaper-changing stations and hand basins (twice daily)
viii. Clean elevator
1x. Remove dust and cobwebs from ceiling areas
x. Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
xi. Change all burned-out lamps
x11. Clean all glass and mirrors
x111. Sweep and hose down exterior of entrance areas. Remove all gum and other stains
xiv. Check restrooms for cleanliness and stock prior to leaving building for the day to include Gold Coast Transit restroom
xv. Spot clean floors and carpets as needed
xvi. Clean all doors, door frames and hardware, partitions, counters, metal work, walls, railings and around wall switches as needed
xv11. Clean all furniture as needed

c. **Daily Services (Exterior of Facility)**

1. Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus and train loading areas and all OTC parking lots and landscaped areas
11. Provide graffiti clean-up for GCTD, Greyhound and train loading areas, all parking lots, sidewalks and related flower and planter beds
111. Sweep sidewalks around OTC building including train platform and loading areas
1v. Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas and landscaped areas)
vi. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach
vii. Empty all trash and recycle containers (twice daily)

d. **Weekly Services**

i. Clean and sanitize all OTC drinking fountains
11. Low-dust all horizontal surface to hand height, (36") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
111. High dust all horizontal surfaces, including shelves, moldings and ledges
iv. Clean entire interior glass in partitions and doors
v. Clean outside sidewalks, removing gum or other debris

e. **Monthly Services**

1. Dust all horizontal surfaces over 60 inches each month
11. Spot clean furniture
111. Power scrub interior floors to remove scuff and heel marks

f. **Bi-Monthly Services**

1. Power-wash the three public entrances to OTC and other areas as requested

g. **Quarterly Services**

1. Shampoo carpets
ii. Clean blinds and curtains
iii. Dust Venetian blinds
iv. Clean all vents and walls

h. **Annual Services**

i. Clean inside light fixtures
11. Wash walls
iii. Shampoo/Extract "steam clean all interior carpets"
iv. Clean exterior and interior building windows in June

1. **Services As Requested**

1. Perform Emergency cleaning tasks
11. Other services as requested

2. **Material, Equipment and Supplies**

a. The contractor, at his/her own cost and expense, shall furnish all necessary materials, equipment and supplies of good quality and in good working order, and in the amounts necessary to accomplish an acceptable and professional level of maintenance.

1. Equipment shall be maintained in a state of good repair
11. When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable
iii. Contractor shall be responsible for handling and securing materials, supplies and equipment on the premises to prevent waste, damage, theft and vandalism. The supplies and materials shall include, but are not limited to:
    a. All necessary cleaning equipment, supplies, dispensers, application bottles and related items
    b. All necessary lamps, bulbs, lights and paper products including toilet paper, toilet seat liners, towels and related items
    c. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes and related items
    d. The use of paper products made from recycled products is required
    e. All trash container supplies, including any trash receptacle liners
    f. Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as, or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-60 I (500/rl, 96/cs), and Total Performance White Lotion hand soap
    g. Custodial closet areas will be kept clean, free of debris and odor. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor employees

b. Contractor will submit a list of all products and their specifications for approval prior to their use in any facility.

1. Only City approved products shall be utilized

11. Contractor is responsible for supplying Safety Data Sheets (SDS) to city Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc., that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed

3. **Employee Conduct**

a. Employees of the Contractor shall not:

i. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee
11. Remove any City property or personal property, equipment, monies, forms or any other item from the facilities
111. Engage in horseplay or loud boisterous behavior
1v. Be under the influence of alcohol or drugs
v. Gamble
v1. Smoke in any building
vii. Use the City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire or need of law enforcement (dial 911)
viii. Open any desk, file cabinet or storage cabinet
1x. Remove any articles from desks
x. Consume any food or beverage, other than brought with or purchased by the employee and only in areas designated as break or lunchrooms

4. **Employee Appearance and Identification**

a. Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees.

b. Each employee shall possess an identification badge and/or uniform.

c. Identification badges may be worn on collared shirts or tee shirts with company logos.

d. Each employee shall be required to wear long pants.

e. No shorts, skirts, or open-toed shoes are allowed.

5. **Security**

a. Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities.

b. Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of $25.00 per lost key and shall pay for all building re-keying necessary due to the lost key, as determined by City.

6. **Schedule**

a. Contractor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week including Sundays.

7. **Quality Control Program**

a. Contractor shall provide and maintain a Quality Control program for all work conducted and as specified in this agreement.

b. Contractor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place to City prior to commencing contracted work, and upon demand at any time by City.

8. **Employment Practices** Contractor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

9. **Property Damage** Contractor shall be responsible for any damage to facilities or contents resulting from activities performed by or on behalf of Contractor; products and completed operations of Contractor during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

10. **Missed Cleanings** Should the Contractor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.

11. **Labor Strike** It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

12. **Employee Removal** The City reserves the right to reject any representative of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.

13. **The Displaced Janitors Opportunity Act (California Labor Code§§ 1060 et seq.)**

a. California law prohibits at will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.

b. The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days, unless: (A) an employee had less than four (4) months of service at the site covered by the successor's contract; or (B) the successor has just cause to refuse the hired employee. In this context, “just cause” is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.

c. During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractors' employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained).

RATES AND COSTS EXHIBIT

The costs for services is a fixed weekly rate and includes all costs for labor, materials, supplies, equipment and other related costs necessary to provide the services, as required in this Agreement.

Location	Cost Per Staff Hour	Cost Per Hour for Special/Emergency Cleaning
Oxnard Transit Center – 201 E. Fourth Street, Oxnard, CA 93030	$34.97	$45.00

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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. 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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 work commences. 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 by either party, 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City 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. Any deductibles or self-insured retentions must be declared to and 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 contractor 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 notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

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 [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 $_____
coverage. ☐ Per Occurrence

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

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
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, employees and volunteers 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 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 this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

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: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

City of Oxnard
Request for Bid
DS 19-56

Custodial Services for the Oxnard Transit Center (OTC)

Bid Close Date: March 21, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

CITY OF OXNARD
INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows Contractors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.

- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at https://www.oxnard.org/rfps-and-rfqs/ for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

2.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's. Should the bidder have questions, bidder may post those questions in the assigned section for this solicitation in Public Purchase. The last day for questions shall be on March 19, 2019 at 2:00 p.m. PST

3.0 PREPARATION OF BID

3.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E, and F in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

3.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the Contractor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

3.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

3.4 The bid must be submitted by an authorized agent of the submitting entity.

4.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

5.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following

information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.
ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***

ii. ***BIDDER'S RESPONSE:***

iii. ***BIDDER'S RESPONSE:***

iv. ***BIDDER'S RESPONSE:***

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE:

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:***

ii. ***BIDDER'S RESPONSE:***

iii. ***BIDDER'S RESPONSE:***

iv. ***BIDDER'S RESPONSE:***

v. ***BIDDER'S RESPONSE:***

vi. ***BIDDER'S RESPONSE:***

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, _____, a duly authorized agent of _____

Printed Name of Agent/Officer **Name of Organization**

hereby certify that _____ by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: _____

Title of Agent/Officer: _____

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

CITY INFORMATION

6.0 GENERAL INFORMATION

Oxnard, a vibrant and growing community of approximately 200,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

7.0 BACKGROUND INFORMATION

The City of Oxnard is seeking to procure the services of experienced Contractors that can provide Custodial Services for the Development Services, Oxnard Transit Center (OTC).

The Oxnard Transit Center located at: **201 E. Fourth Street, Oxnard, CA 93030**

8.0 NON-MANDATORY WALKTHROUGH

A non-mandatory walkthrough for the Oxnard Transit Center will be held on March 13, 2019 at 10:00 a.m. PST on the 1st floor front lobby, 201 E Fourth Street.

9.0 SERVICE DESCRIPTION

The City of Oxnard is seeking to contract with a Contractor for a three-year term to provide the proposed Scope of Work contained herein which describes the services to be performed by successful Contractor for Development Services Department for custodial services.

10.0 SCOPE OF WORK

Custodial staffing needs at the Oxnard Transit Center consist of one custodian to be on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., seven (7) days a week. Contractor shall not bill the City for any of their employee's meal period.

The OTC is a multi-modal transportation facility and is open every day of the year (365 days per year), including City holidays.

The bid has two options, a full-service contract price (Service Level 1), and a labor-only contract price (Service Level 2). The City may select either option for the contract. Special Requests/Emergency Cleaning services are also to be provided at an hourly rate. For clarity, special requests and emergency cleaning services shall be for services that are materially outside of the normally provided service hours, and/or outside of the normal scope of work contained herein. These services shall be mutually defined and agreed upon between the City of Oxnard's Project Manager, or Assignee and Contractor on a case-by-case basis and prior to the execution of any such services occurring.

10.1 SERVICE LEVEL 1: MATERIAL, SUPPLIES*, EQUIPMENT, AND LABOR TO BE PROVIDED BY THE CONTRACTOR

The contractor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. Equipment shall be maintained in a state of good repair. When equipment is not functioning, the contractor will obtain a replacement until the equipment is repaired, if applicable. Contractor shall be responsible for handling and securing materials, supplies, and equipment on the premises to
prevent waste, damage, theft, and vandalism. The supplies and materials shall include, but are not limited to:

A. All necessary cleaning equipment, supplies, dispensers, application bottles and related items.

B. All necessary lamps, bulbs, lights, and paper products including toilet paper, toilet seat liners, towels and related items. The use of paper products made from recycled products is required.

C. All trash container supplies, including any trash receptacle liners.

D. All necessary hand soap, room deodorant, urinal deodorant, disinfectant, enzymes, and related items.

**Only the highest quality and premium grade paper supplies and hand soap shall be used in the OTC restrooms such as, or equivalent to, Fort James Stay Free Seat Covers (5000/cs), Natural Roll Paper Towels (6/800/cs), Toilet Tissue 2-ply SS #37-601 (500/rl, 96/cs), and Total Performance White Lotion hand soap.*

10.2 SERVICE LEVEL 2: LABOR TO BE PROVIDED BY THE CONTRACTOR

The contractor shall provide all labor for custodial services. The contractor, at his/her own cost and expense, shall furnish all trained labor in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. Equipment, materials, and supplies are to be furnished by others. Contractor shall coordinate and cooperate with City in a timely manner on the quantity of materials, supplies, and equipment to be available on site to

accomplish an acceptable and professional level of maintenance. Contractor shall be responsible for handling and securing materials, supplies, and equipment on the premises to prevent waste, damage, theft, and vandalism.

10.3 SPECIAL REQUESTS/ EMERGENCY CLEANING

The Contractor will be allowed to charge additional fees as mutually agreed upon by the City and Contractor in advance for Special Requests/Emergency Cleaning not specified under the contract. The City will notify Contractor to these special needs in writing.

10.4 PRINCIPAL ITEMS OF WORK

The principal items of work shall include, but not be limited to the following, which are to be performed seven (7) days per week:

A. Graffiti Control

i. All interior walls, partitions, signs, phones, posts and furnishings shall be kept free of all graffiti and checked for any signs of vandalism.
ii. All vandalism will be reported to the OTC manager.

B. Daily Services (Interior Services)

i. Empty all trash containers (twice daily)
ii. Vacuum all carpeted areas. Dust mop all floors, stairwells, and elevators
iii. Dust and polish all furniture
iv. Mop all floors, stairwells, and elevator (utilize a No Rinse with optical Brightener)
v. Clean all service counters and reference desks including the office of Gold Coast Transit
vi. Clean, mop, and sanitize all restrooms and drinking fountains, and re-stock restrooms (twice daily)
vii. Clean, sanitize and polish all various restrooms fixtures, including toilet bowls, urinals, diaper-changing stations, and hand basins (twice daily)
viii. Clean elevator
ix. Remove dust and cobwebs from ceiling areas
x. Turn on those lights necessary for cleaning. Turn off lights not required when leaving each area
xi. Change all burned-out lamps
xii. Clean all glass and mirrors
xiii. Sweep and hose down exterior of entrance areas. Remove all gum and other stains
xiv. Check restrooms for cleanliness and stock prior to leaving building for the day, to include Gold Coast Transit restroom
xv. Spot clean floors and carpets as needed
xvi. Clean all doors, door frames and hardware, partitions, counters metal work, walls, railings, and around wall switches as needed

xvii. Clean all furniture as needed

C. Daily Services (Exterior of facility)

i. Monitor and remove trash and debris from Gold Coast Transit District (GCTD), Greyhound bus, and train loading areas, and all OTC parking lots and landscaped areas
ii. Provide graffiti clean-up for GCTD, Greyhound, and train loading areas, all parking lots, and sidewalks and related flower and planter beds.
iii. Sweep sidewalks around OTC building including train platform and loading areas
iv. Monitor and remove trash and debris from the exterior property of OTC (parking lots, bus and train areas, landscaped areas)
v. Clean dirt and debris, including bird droppings from exterior building and exterior directional signs within reach.

D. Weekly Services

i. Clean and sanitize all OTC drinking fountains
ii. Low dust all horizontal surface to hand height, (36") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
iii. High dust all horizontal surfaces, including shelves, moldings, and ledges
iv. Clean entire interior glass in partitions and doors
v. Clean outside sidewalks, removing gum or other debris

E. Monthly Services

i. Dust all horizontal surfaces over 60 inches each month
ii. Spot clean furniture
iii. Power scrub interior floors to remove scuff and heel marks

F. Bi-Monthly Services

i. Power-wash the three public entrances to OTC and other areas as requested

G. Quarterly Services

i. Shampoo carpets
ii. Clean blinds and curtains
iii. Dust Venetian blinds
iv. Clean all vents and walls

H. Annual Services

i. Clean inside light fixtures
ii. Wash walls
iii. Shampoo/Extract "steam clean all interior carpets"

iv. Clean exterior and interior building windows in June

I. Services As Requested

i. Perform Emergency cleaning tasks
ii. Other services as requested

11.0 MINIMUM REQUIREMENTS

The qualified Contractor shall meet the Minimum Requirements as indicated below and as specified in the entirety of this solicitation. It is at the City's sole discretion to determine whether or not a Contractor has met these requirements and may disqualify a Contractor from the solicitation should the City deem that they have not been met.

11.1 EQUIPMENT AND SUPPLIES

Contractor shall possess all of the necessary resources and/or equipment to perform the services as specified in the entirety of this solicitation.

i. Contractor will submit a list of products and their specifications for approval prior to their use in any facility. Only City approved products shall be utilized. Contractor is responsible for supplying Material Safety Data Sheets (MSDS) to city Project Manager for any and all cleaning liquids, chemicals, solvents, additive, floor waxes, etc. that the Contractor is using. These will be kept on file for immediate access in each of the Contractor serviced locations and updated as needed.

ii. Custodial closet areas will be kept clean, free of debris and odor. All supplies will be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor employees.

11.2 SCHEDULE

Contractor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include number of employees and their scheduled hours each day throughout the week including Sundays.

11.3 EMPLOYEE CONDUCT

Employees of the Contractor while performing work under this contract shall not:

i. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Contractor employee.
ii. Remove any City property or personal property, equipment, monies, form or any

other item from the facilities.

iii. Engage in horseplay or loud boisterous behavior.
iv. Be under the influence of alcohol or drugs.
v. Gamble.
vi. Smoke in any building.
vii. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
viii. Open any desk, file cabinet or storage cabinet.
ix. Remove any articles from desks.
x. Consume any food or beverage, other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms.

11.4 EMPLOYEE APPEARANCE AND IDENTIFICATION

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

11.5 SECURIITY

i. Only authorized employees of the City and Contractor are allowed in the facilities at any time. All such employees must be working while inside the facilities.

ii. Contractor shall sign for and be responsible for all keys issued to contractor's staff. Contractor shall pay City a minimum of $25.00 per lost key, and shall pay for all building re-keying necessary due to the lost key, as determined by City.

11.6 QUALITY CONTROL PROGRAM

Contractor shall provide and maintain a Quality Control program for all work specified. Contractor shall provide a copy of Quality control procedures, safety procedures, and improvement programs currently in place.

11.7 EMPLOYMENT PRACTICES

Contractor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

11.8 PROPERTY DAMAGE

The Contractor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Contractor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City.

11.9 MISSED CLEANINGS

Should the Contractor fail to provide a scheduled janitorial service, the City will automatically remove payment for that service from the invoice. Continued failure to provide the appropriate service on schedule may result in termination of the contract.

11.10 LABOR STRIKE

It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Contractor's normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

12.0 EMPLOYEE REMOVAL

The City reserves the right to reject any representative of the Contractor's work force. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall remove an employee from assignment at City's request.

13.0 THE DISPLACED JANITORS OPPORTUNITY ACT (CALIFORNIA LABOR CODE §§ 1060 et seq.)

i. California law prohibits at will termination of janitors and building maintenance personnel under certain circumstances. The Displaced Janitors Opportunity Act (DJOA), enacted in 2002, affects contractors and subcontractors who are awarded janitorial and building maintenance contracts within 30 days of the termination of another janitorial or building maintenance contractor or subcontractor's contract at the same facility.

ii. The DJOA requires the awarded Contractor with 25 or more employees to hire and retain the previous contractor's employees for 60 days, unless: (A) an employee had less than four (4) months of service at the site covered by the successor's contract; or (B) the successor has just cause to refuse the hired employee. In this context, "just cause" is defined as "reasonable and substantial cause not to hire a particular employee based on that employee's performance or conduct while performing under the terminated contract." It remains an open question as to whether something occurring prior to that employee's hire (such as resume fraud, failure to disclose a prior conviction, or a customer imposing a condition that individuals with certain types of prior convictions would not be permitted on site), but ignored or disregarded by the previous contractor, can be used by the successor to deny employment.

iii. During the 60-day period after commencing work under the contract, the successor must maintain a preferential hiring list of eligible employees whom it did not retain. It must use that list to hire any additional employees until all of the terminated contractors' employees have been offered employment. When a contractor is terminated, the contractor must provide a list of employees at the site to the person or company to whom they are providing services. The successor must also maintain a list of employees employed at the site, including a list of the many terminated employees who were not retained (stating the reason why they were not retained.)

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Oxnard Transit Center	**Cost per Staff Hour**	**Cost per Staff Hour for Special Requests/ Emergency Cleaning**	**Total Weekly Billed Staff Hours**
Service Level 1 (Furnish Labor, Materials, Supplies & Equipment)			
Service Level 2 (Furnish Labor Only)			

For the purpose of this solicitation, a staff-hour is defined as "a unit of one hour's work by one person".

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#03	_____
#02	_____	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B
COMPANY INFORMATION

Name of Company: _____

Address: _____

Service to provide: _____

Main Point of Contact: _____

Fed Tax ID: _____ City Tax ID: _____

E-mail: _____ Phone: _____

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	

Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, _____

depose and say that I am _____
("Sole Owner", "A Partner", "President", or other proper title)

of _____
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated in this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

_____
Signature

_____

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 28522
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT F (continued)

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: _____

Physical Address: _____

Phone: _____ E-Mail: _____

Date Principal Business Address Established: _____ No. of Company Employees at this address: _____

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: _____ Taxpayer Identification No. (TIN): _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

_____

_____

Signature of Company Official Date

_____

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

JAN-PRO®
we mean clean.

Received
2019 OCT 16 09:58:04

Brian Yanez

Public Works Director

City of Oxnard

300 West Third Street, 4th Floor

Oxnard, CA 93030

October 9, 2019

Dear Mr. Yanez,

To confirm our conversation from September 18, 2019, Jan-Pro Central Coast will discontinue Custodial Services for the Oxnard Transit Center, Agreement No. 8646-19-CD, effective November 9, 2019. Please accept this letter as our 30 day written notice of termination of this Agreement.

The new contract started July 1, 2019 and was signed on June 11, 2019. This contract was based on the previous Living Wage of $15.67. The current living wage is $16.19 and was not considered as part of our current contract. At the time of this contract being signed, the City of Oxnard purchasing department assured Jan-Pro of Central Coast that the contract allowed for Living Wage increases. We have requested the monthly service amount be adjusted for the current Living Wage. This request has been denied.

At the present time, Jan-Pro Central Coast does not have any Franchisees that are willing to take on the Transit Center. As a result, we are providing you with a 30 day notice of service termination effective November 9, 2019.

We want to thank the City of Oxnard for the opportunity to service this facility for these past years.

Regards,

Brad Wiesner

Jan-Pro Central Coast

General Manager

1660 South Broadway Suite 101
Santa Maria, CA 93454

Tel (805)349-7503
Fax (805)349-7556

1445 Donlon Suite 2
Ventura, CA 93003

A COMPANY BUILT TO SERVE

AT YOUR SERVICE

Your commercial cleaning partner should provide you with more than clean rooms, corridors and counters. Their focus and commitment to excellence should mirror yours. You value your employees and their ideas, your workspace, and your organization's culture—so should the partner you rely on. That's a connection that can be challenging to find—it's one CCS is committed to delivering.

COMMERCIAL CLEANING SYSTEMS

JANITORIAL SERVICE PROPOSAL

PRESENTED TO

CITY OF OXNARD

MARCH 21ST, 2019

PRESENTED BY

ALI OLSON

BUSINESS DEVELOPMENT MANAGER

COMMERCIAL CLEANING SYSTEMS

MARCH 21, 2019

Will Gale
City of Oxnard
300 W. 3rd St. Ste. 202
Oxnard, CA 93030

Dear Will:

Thank you for the opportunity to provide a commercial cleaning proposal for the City of Oxnard. We appreciate your trust and look forward to engaging in a long-term partnership with you and your team.

Commercial Cleaning Systems shares your team's passion and commitment to excellence and value for your tenants. As reflected in our proposal, CCS' customer-centric culture is focused on working hard, providing a high level of service, and taking pride and responsibility for our work. Importantly, we continually seek to not only meet but exceed your expectations. For us, that process starts with listening. Our goal is to be the best janitorial service provider—and the best vendor partner in the business community.

Please contact me with any questions at (310) 916-5934 or by email at aolson@commercialcleaningsystems.com. We look forward to connecting with you after you have an opportunity to review the enclosed proposal.

Sincerely,

ALI OLSON
BUSINESS DEVELOPMENT MANAGER

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City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Oxnard Transit Center	Cost per Staff Hour	Cost per Staff Hour for Special Requests/ Emergency Cleaning	Total Weekly Billed Staff Hours
Service Level 1 (Furnish Labor, Materials, Supplies & Equipment)	$30.82	$45.00	82
Service Level 2 (Furnish Labor Only)	$27.77	$45.00	82

Please see page 7 for consumables / supplies pricing

For the purpose of this solicitation, a staff-hour is defined as "a unit of one hour's work by one person".

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#03	_____
#02	_____	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

REQUIRED ATTACHMENTS

ATTACHMENT A – COMPENSATION SCHEDULE - CONSUMABLES PRICING

All products listed are highest quality, as requested by customer.

Specific product notes and information are included.

Item	Packs / Case	Cvrs / Pack	Total Qty 1 Case	Cost / Case	
WAXIE Half-Fold Seat Covers	20	250	5000	$	**48.93**

Half-Fold Seat Covers

item	Rolls / Case	Use / Roll	Total Uses 1 Case		
enMotion White High Capacity EPARoll Towel	6	800	4800	$	**62.98**

See notes below

Item	Rolls / Case	Sheets / Roll	Total Uses 1 Case		
Envision 2-Ply Toilet Tissue	80	550	44000	$	**45.59**
Preference Toilet Tissue	80	550	44000	$	**45.51**

Excellent value and compliance with EPA guidelines for post-consumer waste.

Delivers the softness, quick absorbency, durability and thickness patrons appreciate. Iris floral emboss on every sheet creates a look of elegance and quality.

Item	Bttls / Case	Gl / Btl	Total Uses 1 Case		
White Lanolin Hand Soap	4	1	n/a	$	**28.79**

White, lanolin-based, nontoxic hand soap with a pleasing almond fragrance. Sold by the gallon and the case. Four gallons per case. Contains no antimicrobial agents

Item	Packs / Case	Rolls / Pack	Total Qty 1 Case	Cost / Case	
10 Mic Nat Coreless Roll Liner Size (30x37)	20	25	500	$	**23.46**
16 Mic Nat Coreless Roll Liner Size (40x48)	10	25	250	$	**32.40**

Item	Bulbs / Pack	Total Qty 1 Pack	Cost / Case	
Philips 60-Watt Equivalent A19 Dimmable Energy Saving Daylight (5000K)	4	4	$	**12.35**

EnMotion White High Capacity EPA Roll Towel

These cost-effective, ***high-quality***, **EPA CPG compliant** for minimum post consumer waste percent roll towels are specifically designed to be used with our innovative wall mounted enMotion® touch-free dispensers to provide reliable towel dispensing at the wave of a hand.. One-at-a-time, touch free dispensing reduces usage and minimizes the risk of cross contamination. Provides fast and pleasant hand drying experience. EPA CPG Compliant for minimum post-consumer recycled fiber percent.

Please note: If any items needed for facility are mission from this list, please inform CCS, and company will provide pricing upon request.

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Commercial Cleaning Systems

Address: 840 Apollo St. El Segundo, CA 90245

Service to provide: Janitorial Services

Main Point of Contact: Ali Olson

Fed Tax ID: 46-4215198 City Tax ID: 19-00107392

E-mail: aolson@commercialcleaningsystems.com Phone: (310) 916-5934

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Fontana
Address:	8353 Sierra Avenue, Fontana, Ca 92336
Contact person:	Isaias Garcia
Email address:	igarcia@fontana.org
Telephone address:	(909) 350-6512
Project name:	City of Fontana - Janitorial
Dates worked performed:	2009 - Present
Summary of scope of services:	Day and night janitorial services to a variety of public and private buildings including offices, libraries, senior centers, and learning centers
Project cost:	$76,000 monthly

Reference 2	
Company name:	City of Santa Ana
Address:	20 Civic Center Plaza, M-11, Santa Ana, CA 92701
Contact person:	John Aguilar
Email address:	jaguilar@santa-ana.org
Telephone address:	(714) 647-5008
Project name:	City of Santa Ana - Janitorial
Dates worked performed:	2009 - Present
Summary of scope of services:	Day and night janitorial services to a variety of public and private buildings including offices, libraries, senior centers, and learning centers
Project cost:	$31,000 monthly

Reference 3	
Company name:	City of Fullerton
Address:	1580 W. Commonwealth Avenue, Fullerton, CA 92832
Contact person:	Nadia Cook

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

Email address:	nadiam@ci.Fullerton.ca.us
Telephone address:	(714) 738-2807
Project name:	City of Fullerton – Citywide Janitorial
Dates worked performed:	2012 - Present
Summary of scope of services:	Day and night janitorial services to a variety of public and private buildings including offices, libraries, senior centers, and learning centers
Project cost:	$66,000 monthly

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:	See above references

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:	None

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ___X__

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Dana Holladay

depose and say that I am Senior Vice President
("Sole Owner", "A Partner", "President", or other proper title)

of Commercial Cleaning Systems
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated in this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

ATTACHMENT F – ORDINANCE NO. 2852

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT E – CITY OF OXNARD SIGNATURE SHEET, AFFIDAVIT

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

ATTACHMENT F (continued)
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Commercial Cleaning Systems

Physical Address: 840 Apollo St., El Segundo, CA 90245

Phone: (949) 261 1234 ext 251 E-Mail: dholladay@commercialcleaningsystems.com

Date Principal Business Address Established: 1988 No. of Company Employees at this address: 750

If less than 36 months, list previous City of Oxnard location: None

City Business License No.: Will obtain if awarded contract Taxpayer Identification No. (TIN): 46-4215198

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Full service location

Signature of Company Official Date 3/21/2019

Print Name, Title Dana Holladay, Senior Vice President

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: CCS Los Angeles Janitorial, Inc. DBA Commercial Cleaning Systems --- LLC

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** **Owners: Troy Coker, Todd VanOpdorp, Dana Holladay, Titus Gardner**
No contributions made

ii. ***BIDDER'S RESPONSE:*** Please see page 27 – Corporate Organizational Chart

iii. ***BIDDER'S RESPONSE:*** Please see page 25 – About Us – A Team That Delivers

iv. ***BIDDER'S RESPONSE:*** Please see page 18 – Required Information – Response to B. iv.

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: None

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: No

REQUIRED INFORMATION

COMPANY OVERVIEW: RESPONSE TO SECTION B. IV.

CCS LOS ANGELES JANITORIAL, INC.
DBA COMMERCIAL CLEANING SYSTEMS

LOCAL OFFICE ADDRESS:

840 Apollo St. Suite 307
El Segundo, CA 90245

LOCATION'S STAFF ALLOCATION:

DANA HOLLADAY
SENIOR VICE PRESIDENT

TONY RAMIREZ
GENERAL MANAGER

JIM PROVENCINO
DIRECTOR OF OPERATIONS

CANDY CONTRERAS
ACCOUNT MANAGER

FRANCISCO MENDOZA
SR. NIGHT AREA MANAGER

JOSHUA JIMENEZ
HUMAN RESOURCES

ALI OLSON
BUSINESS DEVELOPMENT MANAGER

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE:	Dana Holladay

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i.	***BIDDER'S RESPONSE:***	Please see page 20 for response
ii.	***BIDDER'S RESPONSE:***	Please see page 20 for response
iii.	***BIDDER'S RESPONSE:***	Please see page 20 for response
iv.	***BIDDER'S RESPONSE:***	Please see page 20 for response
v.	***BIDDER'S RESPONSE:***	Please see page 20 for response
vi.	***BIDDER'S RESPONSE:***	Please see page 20 for response

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

REQUIRED INFORMATION

RESPONSE TO COMPANY PROFILE – SECTION F.

TONY RAMIREZ

GENERAL MANAGER

Responsibilities:

- Overseeing all aspects of the CCS Los Angeles offices, including day and night operations, sales and marketing efforts, and customer service and satisfaction.
- Providing support and training in the areas of account management and customer service.

Qualifications / Experience:

- Tony has over 25 years in the janitorial industry. Prior to joining CCS, Tony worked as a Senior Project Manager for the LA Memorial Coliseum for 2 years.

Education: Attended LA Valley College

Certifications:

- GMP
- IPM certification
- HACCP certification
- Hazmat training through OSHA.

FRANCISCO MENDOZA

SENIOR NIGHT MANAGER

Responsibilities:

- Providing night management that oversees the night janitorial staff, floor care crew, and specialty services.
- Conducting quality walks in the evenings once work has been completed.
- Offering training and supervision to all night crews.
- Communicating any messages from the customers to our crew to ensure we adhere to the scope of work.

Qualifications / Experience:

- Fernando has worked in janitorial for over 20 years, specializing in floorcare for 5 years.

Education: Attended University in Mexico

Certifications:

- Bloodborne Pathogens, Emergency Spill Clean-up Procedures, Green Cleaning, Carpet Maintenance, Finishes and Hard Floor Maintenance, Dilution Control

DANA HOLLADAY

SENIOR VICE PRESIDENT

Responsibilities:

- Strategic and operational leadership throughout the Southern California and Washington branch offices.

Qualifications / Experience:

- Prior to joining CCS in 1998, Dana provided sales and marketing support to a privately held, start-up company. In this position, she assisted with the implementation of the company branding and marketing strategies that contributed to the company's successful launch and ultimate sale.
- Dana is an active member in numerous commercial real estate industry associations throughout Southern California.

Education:

- Attended California State University San Marcos.

CANDY CONTRERAS

ACCOUNT MANAGER

Responsibilities:

- Establishes and maintains effective lines of communication with clients and facilities' personnel to ascertain that their needs and requirements are being satisfied.
- Conducts quality walks with our customer
- Takes on special requests and concerns, follows up, and follows through on all tasks to completion.

Qualifications / Experience:

- Candy has over 10 years in the facilities industry. Prior to joining CCS, Candy worked as a Service Manager and in other various roles for Cintas Corporation for 10 years.
- **Education:** Attended the University of Redlands

REQUIRED INFORMATION

COMPANY PROFILE

City of Oxnard
Purchasing Department

Solicitation #DS 19-56
Bid Close Date: 03/21/19 at 2:00 pm PT

CERTIFICATIONS

I, Dana Holladay, a duly authorized agent of Commercial Cleaning Systems
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Commercial Cleaning Systems by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 3/21/2019

Title of Agent/Officer: Senior Vice President

"*Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed*."

INTRODUCTION

THE RIGHT CLEANING PARTNER

A mix of factors determine whether a custodial cleaning partner is the right fit. And while we know every customer's requirements are unique, we also know there are some overarching factors that come into play.

- Does the team have the bandwidth to serve my needs day to day?
- Have all the team members been vetted and trained?
- Are team members employees or contract workers?
- What's my back up if a cleaning team member calls in sick?
- How is the evening crew managed?
- What's the team's specialized expertise for handling delicate equipment or situations?
- Is the environment and green cleaning part of their everyday thinking and approach?
- Can I rely on them for add-on services (think moving clean up, carpet cleaning and specialized waste disposal)?
- What are their billing practices?
- Will they deliver superior service and demonstrate value at a reasonable cost?
- How will they ensure a seamless transition from my current custodial service?

No doubt, your checklist likely includes even more—and we're ready to respond. Our goal is to arm you with the information you need to get a sense of who CCS is and how we work.

INTRODUCTION

A COMPANY BUILT TO SERVE

Commercial Cleaning Systems' (CCS) work touches more than a million individuals. For medical teams and their patients, office workers, students and more, we ensure millions of square feet of manufacturing facilities, labs, classrooms, boardrooms, offices, meeting rooms and outdoor patios are clean and ready for a productive day (or night) of work.

The business of cleaning involves a level of trust and commitment that goes well beyond a quick handshake and to do list. Few jobs take you so close and so deep into an organization on a daily basis. At the same time, we've come to expect the things we rely on every day—water, electricity, cleaning—to simply be there. Often, it's only when something out of the ordinary occurs, that we take notice.

For the vast majority, cleaning fits into this box. We want it done (and done right) with little fanfare. Yet for those responsible for selecting and securing custodial cleaning services, the box isn't always so tidy. The process of finding that right partner is a balance of many factors. Reliability, reputation and cost are just the starting point.

CCS's goal is to help you make that right decision easier. By delivering extraordinary service and job performance, our work will make you and your team members' workday better. To achieve that, we start with the right people—recruiting, employing and training a team that takes pride in its own work. That means pride in both the process and, of course, the outcome.

Warm, responsive and above all, reliable are core traits we look for when hiring team members. Then we empower that team with the equipment, training and technology to work efficiently and productively. We're also aware our own culture—what we value, how we communicate, what we do each day—factors into the mix. In fact, we know there are dozens of tangible and intangible ingredients that determine whether a cleaning company is the right fit for your unique needs.

In this proposal, we touch on those factors and what customers characterize as the CCS difference. It's what we call our "Built to Serve" promise. As you review our materials and check our references, we hope you come to the same conclusion: We're ready to put our difference to work—we're ready to serve.

ABOUT US

OVERVIEW

CCS is a dedicated, full service janitorial company specializing in a range of building types including single and multi-tenant, corporate campuses, medical, industrial, retail, research and development, educational and public/government facilities.

We're proud thousands of companies and organizations nationwide rely on us as their cleaning partner. In addition to core janitorial services, we also provide specialty services to customers on an as needed basis, including carpet cleaning, flood restoration, hard floor maintenance, window cleaning and exterior power washing.

ABOUT US

A TEAM THAT DELIVERS

Headquartered in Denver, Colorado, CCS was founded in 1988 as a sole proprietorship via the purchase of four small janitorial building contracts. Over the next three decades, with the mission of being the best, CCS has grown to be the largest provider of janitorial services in the Western U.S.

In 2007, CCS opened an office in Southern California expanding commercial cleaning capabilities and presence in California. In 2008, we expanded in the Southwest and established a foothold to become the best janitorial operator in the Arizona market.

Today, we employ thousands nationwide ensuring our team has the bandwidth and reliability needed to scale and cover any cleaning assignment, every day. With operations in five states, we are led by a management ownership group with a proven operational background in the commercial janitorial industry. We purchase all of our own equipment and will not require any outside financing for capital equipment to service your account. Our management principles of safety first and re-investing within our people and company align well with your organization.

We've included our team bios in the addendum of this proposal and encourage you to review the proven leadership and industry experience that CCS team members bring to the relationship.

BUILT TO SERVE

By combining the "best of the best" in all locations, CCS has quietly emerged as a regional company with a reputation for delivering quality services, with a focus on high-level customer service and superior cleaning. We've built a strong reputation in the building service industry by sustaining long-term relationships and expanding service delivery to loyal customers. By focusing on continuous improvement and a customer-based culture, CCS looks forward to a long future of providing the best janitorial service in the industry.

ABOUT US

A TEAM THAT DELIVERS

TEAMWORK THAT DELIVERS

At the center of every standout service business is its people—the team performing the work. Ensuring that team has the resources it needs to succeed is critical. At CCS, our team focus begins with hiring the right service-minded individuals, then arming them with the support to succeed.

From training to technology, human resource policies, professional attire, benefits and promotions, a host of workforce elements come into play. Our local management and communications model ensures your needs are met and our thousands of employees have the resources they need.

Our team mindset extends beyond CCS to the way we work with you. We view ourselves as partners, as teammates, and know our work can add to your success and peace of mind. By tapping the latest technology and communications devices, for example, our team stays in touch with each other, and with you.

A SENSE OF OWNERSHIP

A key differentiator of our team is that they are ours. As full-time hires (versus contract staff) team members at every level know they are part of our success. We do not subcontract ensuring uniform and consistent quality. For managers, that connection is made even stronger via ownership rights—and returns.

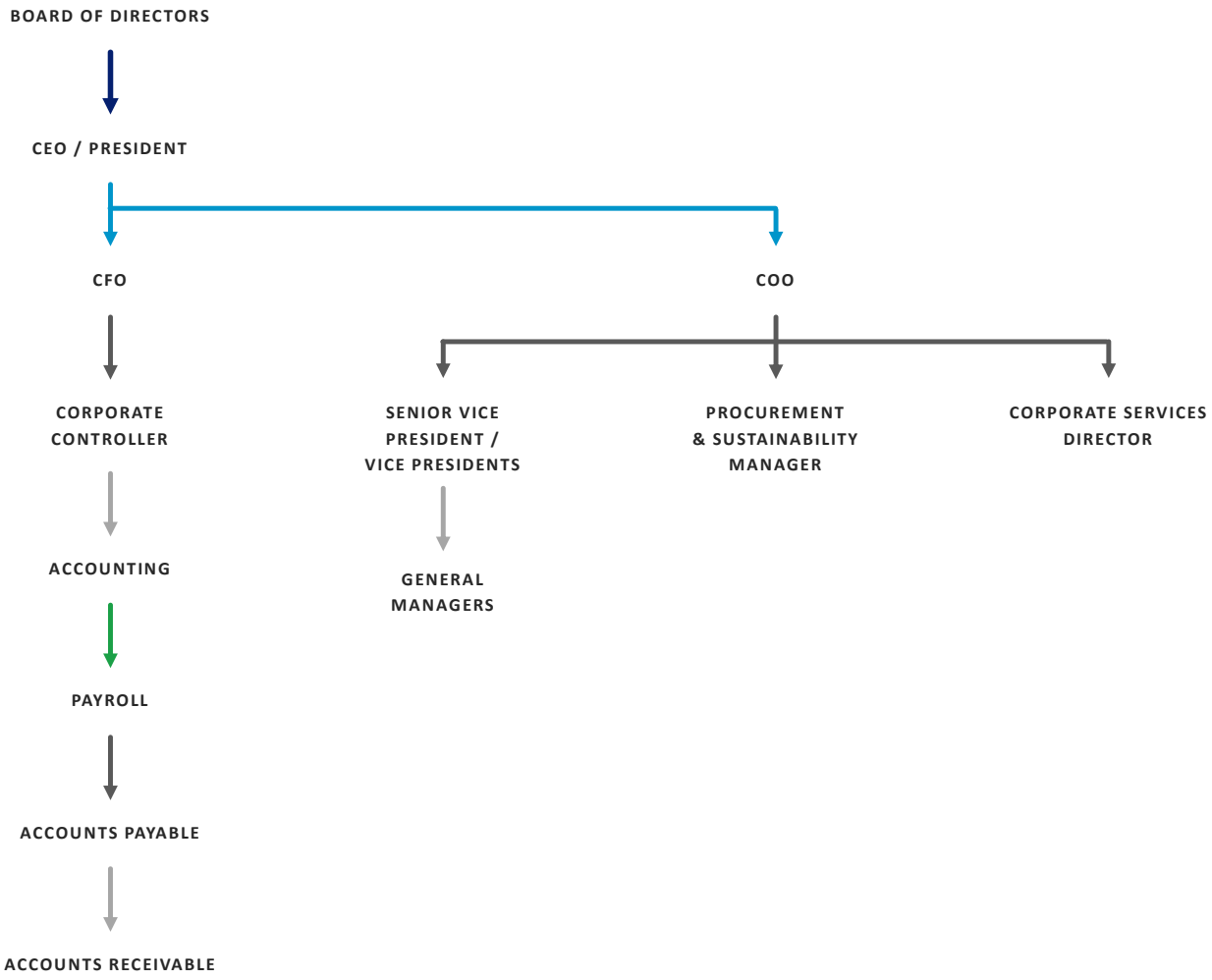
We also believe ownership translates to responsibility to own your own success and outcomes. It's a mindset that requires a commitment to follow through, to solve a problem that's been presented (or even better, anticipate and tackle an issue before it occurs.) It's a way of thinking and working that we encourage and reward.

In *Built to Last*, best-selling author Jim Collins chronicles companies that have grown and endured based on core principles of leadership. We champion those core tenets—and beyond. We do that by infusing a "**Built to Serve**" philosophy in all we do.

ABOUT US

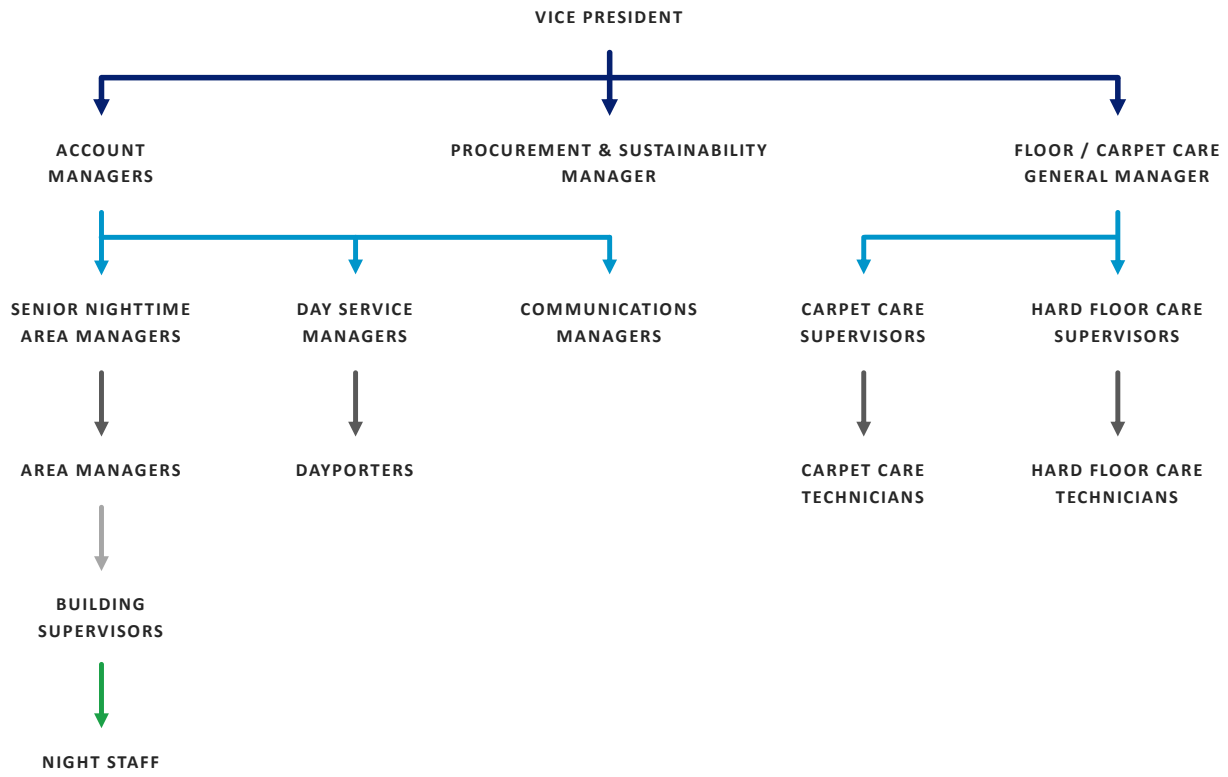
CORPORATE ORGANIZATION CHART

We value the trust you place in our ability to deliver superior service. A core part of our commitment to excellence—and ability to execute beyond our clients' expectations—comes from a deep sense of collaboration and open communications. It's the foundation of our culture, and our ability to serve.



ABOUT US

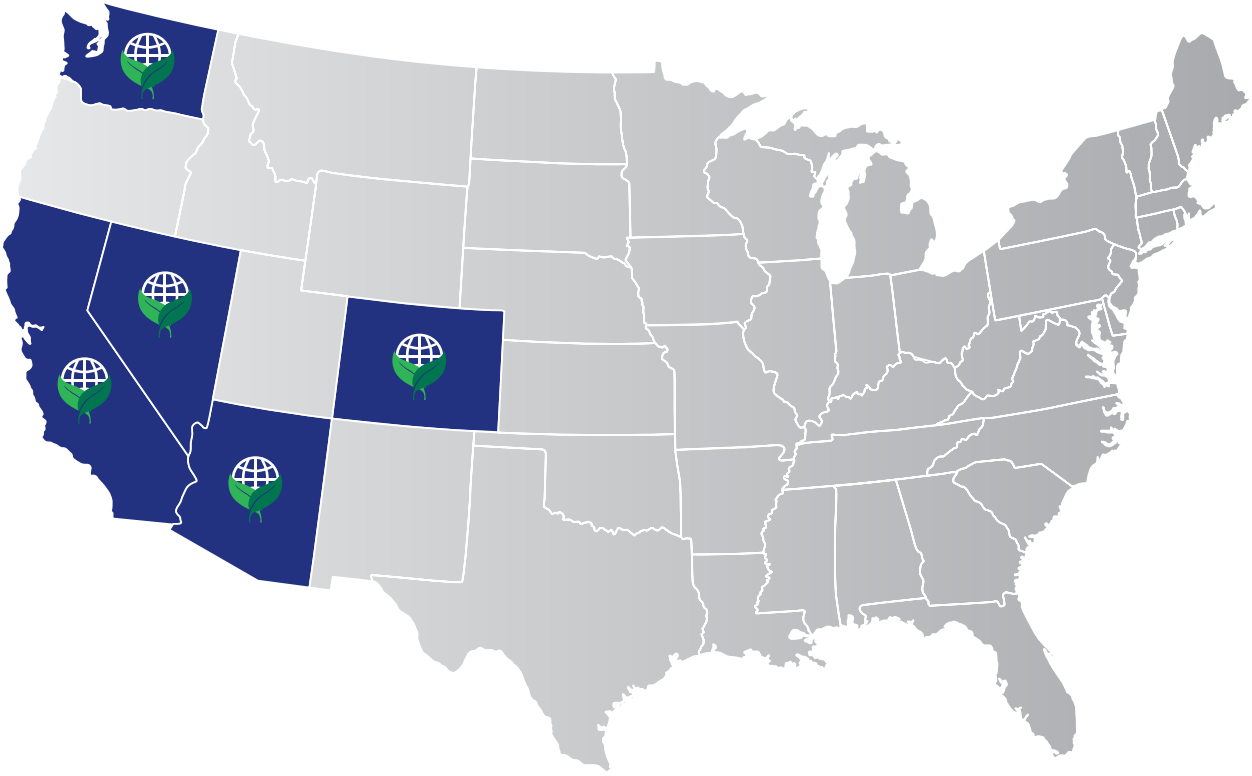
LOCAL ORGANIZATION CHART



ABOUT US

SELECT LOCATIONS

REGIONAL STRENGTH. LOCAL RESPONSE.



AREAS WE SERVE

ARIZONA
CALIFORNIA
COLORADO
NEVADA
WASHINGTON

Visit WWW.COMERCIALCLEANINGSYSTEMS.COM for a full list of our locations.

ABOUT US

WHAT MATTERS MOST

While cost is always a consideration, the lowest cost provider is not always the best fit. Sometimes the trade-off for paying less is simply too high—too many unknowns, too many frustrations.

We believe strongly in delivering great work backed by great service. It's why we focus on expectations, not just requirements. It's a promise businesses like the Four Seasons and Apple have embraced and elevated. Why can't that same approach happen within the custodial cleaning arena? We believe it can—and does. It's a customer-first commitment we live every day, in every interaction, with every customer. It includes ensuring the services we're contracted to perform are what you truly need, not simply what's on a set menu. It's why we work with you to develop a custodial program specific to your needs and, every step along the way find ways to deliver high quality service.

We start by listening, not talking (and certainly not selling.) We want to understand your challenges (and pain points)—what's needed, what's working, what's not, what's on your wish list. We want to get a true sense of your priorities, a feel for the way you work, and what's expected. We pride ourselves on not just responding to what you've requested, but anticipating and delivering solutions that prompt you to smile and say—"Wow, CCS. Well done." It's a way of working that will prompt you to redefine your definition of what a cleaning services partner can—and should—be.

EXPERIENCE MATTERS

Our business is commercial cleaning. For three decades, CCS has worked with thousands of customers in a wide range of industries and geographies providing us with a deep understanding of the daily services customers value, as well as those "on demand" offerings that are needed periodically from a trusted resource. From flood and restoration cleaning to medical disinfection, remodel and renovation prep—there is a host of services CCS can provide at a moment's notice. For customers, that means "yes" is just a call, text or email away.

We also provide services to assist in achieving all levels of LEED certification. We have worked with a mix of customers on LEED projects, experience that helps ensure your sustainability goals are met.

We believe in continued improvement—of using metrics (including customer feedback) to carefully review how we work and the value we deliver. It's a growth mindset that many of our customers have as well. We believe it's the foundation of a great company and sustained relationships.

OUR MISSION

TO BE THE BEST
janitorial service provider

TO COMPLETELY EXCEED
our customers' expectations

TO PROVIDE EXCELLENCE
in customer service at a fair price

TO DEVELOP AND SUSTAIN
controlled growth of our company

TO ALWAYS REMEMBER
our humble beginnings

ABOUT US

WHAT MATTERS MOST

EFFICIENCY ON EVERY FRONT

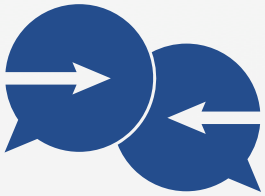
We know you are juggling a lot of responsibilities and that facility and building cleaning is just one. Of course, your responsibilities stretch much further than just cleaning, it includes the satisfaction of all who enter your buildings.

To assist, we utilize technology to make contacting us (and us contacting you) fast and efficient. All scheduling, training and site-required screenings are maintained at CCS. Our electronic timekeeping application allows our employees to check in/out via a pre-selected phone—so day shift or night shift, more time can be spent on task instead of collecting time sheets. For CCS managers, that's more time for inspections, site visits and employee development.

We've also found that electronic timekeeping provides an additional layer of accountability knowing when our employees are on site in real time. We also arm each of our managers tablets, mobile devices, Office 365, GPS, and cloud-based solutions to ensure they can communicate with our teams and create and distribute work orders and checklists in real time. No more chasing anyone down and hoping it gets done.

WHAT SETS US APART

- Best-in-class, full service
- Award-winning, certified green cleaning
- Cleaning for any building type, any size
- Solutions, not excuses
- Attention to detail—big and small
- Available day and night 24/7, every day
- Customer-first mindset
- Tech investments to streamline team and client communications
- Pride in what we do—and deliver
- Customized cleaning services
- Highest level of trusted, reliable service



STAYING CONNECTED

While we know technology solutions help our team and yours stay connected, we also value face-to-face communications. That's why we schedule in-person sessions to hear from you and your team about what matters most and what's on your mind. Open, clear channels of communications are core to the way we work.

ABOUT US

WHAT MATTERS MOST

A TRUSTED PARTNER

We believe trust and respect is earned—each and every day. Key to every trusted relationship are candid and open dialogue and a commitment to do as you say; in short, to deliver on what's promised. It also means anticipating issues and delivering what's needed before being asked. It's these intangibles that add up to a big difference. It's true in your workplace with your colleagues, and it's true for CCS.

Here are just some of the ways we work that have helped us deliver value to our customers and build long-standing, trusted relationships.

OPEN COMMUNICATIONS. We strive for this every day, not just at the start of a client contract. Throughout an engagement, we'll meet with you periodically to ensure a complete understanding of your goals and objectives—and then we'll deliver timely communication of schedules and other updates. and shift changes.

WORKFLOW OPTIMIZATION. Flexibility and a willingness to adapt based on real-world happenings (like changing weather or changes to your workplace requirements) is part of the way we work. We conduct periodic check-ins between onsite teams and managers as well as flex scheduling to ensure urgent items are handled quickly, without abandoning routine tasks.

COMMITMENT TO EXCELLENCE. After three decades of service, we know listening—followed by action—is a powerful combination. We have an absolute commitment to understand what's important to you and then deliver on those expectations. This commitment starts with a thorough understanding of your specific cleaning requirements or regimens, budgets and operating costs—and extends to the way our team interfaces with you day to day and executes on the work.

COMMUNICATION IS KEY

Request from customer

Contact account manager

CCS Internal: Work scheduling

CCS Internal: Work complete

CCS confirms Completion with customer

ABOUT US

GOLD STANDARD CERTIFICATION: CIMS ACCREDITATION

Within the commercial cleaning services industry, the Cleaning Industry Management Standards (CIMS) is the gold standard. The first consensus-based management standard for the cleaning industry, the evaluation is both independent and thorough, with a 360-degree view of an organization's work.

In October 2017, CCS received the rare CIMS accreditation, CIMS-Green Building Honors designation.

RIGOROUS EVALUATION

To earn CIMS accreditation, core areas of operation are rigorously reviewed, providing an independent and objective 360-degree evaluation, from management and operations to performance systems and processes. The findings provide a team with a benchmark for successful delivery of consistent, quality services designed to exceed customer needs and expectations. CIMS doesn't dictate the approach an organization should take (it's not prescriptive); instead, it assesses how robust the approach the company has implemented is.

Some of the CIMS scorecard elements focus on "big picture" processes and planning, others are very detail oriented. Together they provide a valuable, in-depth look at an organization from both an inside and outside vantage point—from a team/employee perspective, as well as client-facing one.

CIMS-GB: WHAT IT MEANS TO YOU

CIMS-GB certification demonstrates a company's ability to assist customers in achieving LEED EB: O&M points and assurance for partnering in the LEED process. In fact, CIMS-GB is a direct compliance option for the "Green Cleaning Policy" LEED prerequisite. To satisfy the prerequisite, facilities can either invest in developing and implementing a comprehensive green cleaning policy or simply utilize a CIMS-GB certified cleaning service provider.

CCS is one of the select few cleaning provider worldwide that currently holds the CIMS-GB with Honors designation—recognition that we achieved a near perfect green review/compliance score.

GOLD-STANDARD CERTIFIED

Currently 218 commercial cleaning companies in North America have earned CIMS accreditation. CCS is proud to be among them.

Currently 230 commercial cleaning companies in North America have earned CIMS certification. Fewer than 10% have achieved the CIMS-GB with Honors certification -think of it as a rare summa cum laude designation in green building and cleaning.

CIMS accreditation applies to the organization in its entirety, not just a specific individual, process or product.

ABOUT US

GOLD STANDARD CERTIFICATION: CIMS ACCREDITATION

WHAT CIMS ACCREDITATION SAYS TO CUSTOMERS

For CCS customers, this accreditation provides independent validation of the quality of our work—and organization. In fact, we believe the two elements are inextricably linked. Without focused and thorough training, open communications and proven leadership, delivering quality work day in and day out would be impossible.

By design, all elements—the evaluation, the grading and the teacher (in this case, an independent certified CIMS assessor)—are tough. Fail to meet 100% of mandatory elements and 60% of the recommended / great to achieve elements in each section, no accreditation is awarded. Navigating the application and robust review process prompted our team to carefully and honestly scrutinize every aspect of the way we work, from internal policies, procedures and communications to client-facing operations, products and on the job safety protocols.

Here are the core areas the CIMS evaluation evaluated and found CCS to meet their gold-star criteria:

QUALITY SYSTEMS. General framework to ensure effective operations and continual improvement.

SERVICE DELIVERY. Processes necessary to effectively produce and deliver services, including purchasing, staffing, and handling unexpected events.

HUMAN RESOURCES. Demonstrate efficiency and effectiveness of managing "human capital" in a way that enhances organizational performance.

HEALTH, SAFETY & ENVIRONMENTAL STEWARDSHIP. Examines the processes, systems, and documentation as they relate to the organization's quality cleaning and maintenance services with a focus on healthy, sustainable and environmentally friendly practices.

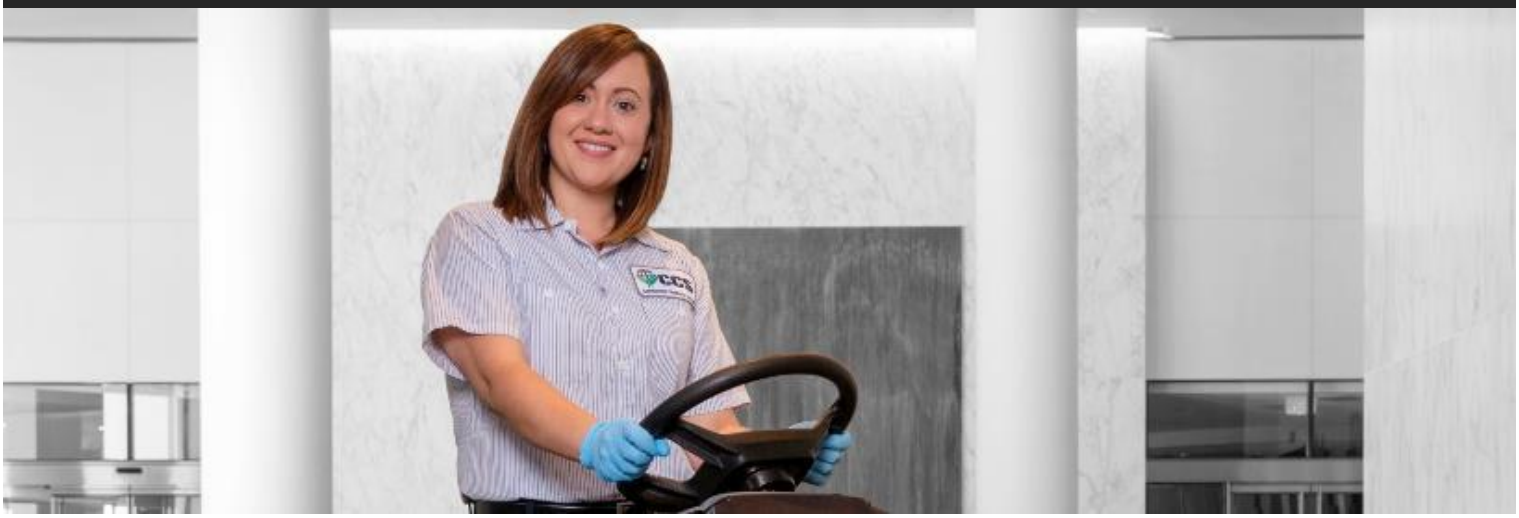
MANAGEMENT COMMITMENT. Validation of an established and organization-wide management systems to meet customer needs and expectations, even in times of organizational change.

GREEN CLEANING EXCELLENCE

The Green Building (GB) component of the CIMS accreditation is optional—but not to CCS. We believe strongly that a focus on sustainable, environmentally aware practices are a core part of successful cleaning. The requirements of the GB module evaluate CCS' framework to ensure use of environmentally preferable cleaning practices in addition to the management best practices identified in the five core CIMS sections. CCS is one of the select few cleaning provider worldwide that currently holds the CIMS-GB with Honors designation—the highest possible.

WORKING FOR YOU

OVERVIEW



CCS maintains a stable workforce at each of our facilities. We do not subcontract services—a key point of difference that sets us apart in the custodial cleaning and janitorial industry. We use our own hourly paid employees to manage and clean our customers' facilities.

We've found the best way to build our team is via referrals from our existing, high performing employees. Careful screening prior to hiring is done by the Human Resources Manager to ensure that the person hired for the job is qualified and has the traits to stay with the job.

WORKING FOR YOU

HIRING

We conduct employment history checks, criminal background and additional checks per the requirements of the contract prior to placing an employee at a facility.

CCS ensures all new employees comply with the security requirements. As required, employees will sign a security briefing statement.

Our pre-employment/new hire orientation prepares janitorial staff members to be ready for on-the-job training when they arrive to their job assignment. In addition to company policy and procedures, our staff learns the fundamentals of their job responsibilities, including:

- The role, physical demands and job duties of janitors
- Green Cleaning Program procedures
- Rules of conduct
- Payroll guidelines
- Sexual harassment and EEOC policies
- Building security rules and procedures
- Reporting work injuries
- Safety policy and guidelines
- Hazardous Communication Program
- Personal Protective Equipment Program
- Color coding of microfiber cleaning cloths
- Care of company property and equipment
- Trash removal procedures
- Protection and safeguarding confidential information
- Reasons for immediate termination

Upon completion of the pre-employment/new hire orientation review, each employee receives:

- A briefing of on-the-job training assignment
- Contact information for their supervisor and directions to the job site

"ONBOARDING" HIRING PROCESS

1. Application
2. Interview
3. Job Offer
4. Acceptance
5. Administrative
6. Training

WORKING FOR YOU

TRAINING : ON-THE-JOB

Our top priority is to provide qualified, well-trained employees to every customer location. We know that training leads to improved employee satisfaction, productivity, motivation and morale. Training also increases our workflow efficiencies and reduces CCS' direct labor costs, providing you with quality service at a competitive price.

Our training program for new-hires, supervisors and managers is more extensive and complete than other companies in our industry.

Following the orientation period, new employees are teamed up with an experienced member of the janitorial staff from their assigned location. Under the guidance of the building supervisor and area manager, the new employee receives direct guidance from the experienced janitor in the building with the goal of moving towards working independently. The building supervisor and area manager monitors the new employee's progress and decides when it is appropriate for the new employee to work independently.

On-the-job training is site-specific and customized based on the complexity of each job assignment. A checklist is utilized to assist with reviewing all necessary topics as part of the assignment. Checklist items include:

- Communication procedures
- Site-specific building rules and regulations–i.e. security, key control
- Proper wearing of uniform and display of I.D. badge
- Location and use of Safety Data Sheets (S.D.S.)
- Emergency Evacuation Procedures and Hazardous Communication Program
- Review of building work plan and specific work assignment to include all tenant preferences
- Energy and water conservation
- Trash collection and recycle program
- Guidelines for dusting, mopping and vacuuming
- Guidelines for cleaning of kitchens/break room areas and restrooms
- Reporting of maintenance issues
- Security – securing of doors, operation of access control systems and alarm systems, securing/safeguarding keys and access cards
- Discuss proper lifting procedures and working safely
- Immediately report any unsafe conditions to supervisor
- Proper use of cleaning solution dilution center and mixing procedures

Upon completion of the training process, new CCS employees are assigned their position in the building and work in conjunction with the other janitorial staff members at the same location.

WORKING FOR YOU

TRAINING : SAFETY & QUALITY

SAFETY TRAINING & POLICY

CCS understands the critical nature of ensuring a safe workforce for our customers, as safety-related injuries impact both our team and our customers. We view safety as a critical component of everything we do—without exception.

The CCS Injury and Illness Prevention Program is a 40+-page guide we created to keep our team informed and aware of ways to work smarter and safer. It's comprehensive and serves as a valuable reference guide for all team members.

During team trainings, we use the policy to help illustrate and inform our team members about common risks—and proactive ways to minimize them. We also provide employees with access to customized CCS safety training videos through an online portal and easy to access training documentation of these trainings through our integrated mobile application. This system allows us to confirm which employees have and have not received specific monthly trainings through the application, ensuring each employee is thoroughly trained.

If an issue were to occur, the guide provides clear, step-by-step responses for our team members to follow. Reading these in advance and reviewing them together via training and role-playing has proven to be an effective way to ensure our team is alert and aware.

QUALITY ASSURANCE

Our efforts around quality assurance reflect our commitment to exceed our clients' expectations. Some ways we set and exceed include:

- Create checklists, like building inspections or surveys, with flexible templates
- Add response options, such as pass/fail or a rating scale
- Define quality standards for each item
- Collect responses through web or mobile apps
- See results instantly and resolve deficiencies
- Share results with employees
- Use reporting tools to analyze trends

Our Work Ticket Entering mobile application plays a key role in orchestrating in-the-field responses, including work tickets and completion tracking. Using the mobile app, team members can take a picture of the issue or item to be resolved, then continue to monitor progress on resolving the task. Once the item has been successfully addressed, a task completed update is available keeping all on the CCS and client team informed. An eye for detail backed by a reliable and utilized communications system is the perfect checks and balances for staying on top of small and large details.

SAFETY FIRST

Preventing Slips, Trips & Falls

Slips, trips and falls are a leading cause of occupational injuries or illnesses involving days away from work each year, according to data from the Bureau of Labor Statistics. OSHA's Walking-Working Surfaces Standard (1910.22(a)) states that all workplaces should be "kept clean and orderly and in a sanitary condition." The rule includes passageways, storerooms and service rooms. Floors should be clean and dry. Drainage should be present where "wet processes are used."

WORKING FOR YOU

TRAINING : CONTINUAL DEVELOPMENT

CCS is dedicated to an ongoing training program that constantly improves the skill sets of all workers and ensures that they are exposed to best practices and the latest techniques/equipment. Our assigned training coordinator for each branch office conducts monthly training for all our nighttime/daytime area management staff members. Subsequently, these staff members provide the training to the building supervisors and workers. The following is a list of monthly training topics to include, but not limited to:

- Illness and Injury Prevention Program
- Hazard Communication Program
- Anti-Harassment Policy and Procedure
- Zero Tolerance Drug and Alcohol Policy
- Company Rules, Policies, and Procedures
- Safety Data Sheets (S.D.S.)
- Cleaning Techniques
- Emergency Preparedness and Safety Issues
- Communication Procedures
- Finishes and Hard Floor Maintenance
- Carpet Maintenance
- Hand Hygiene, Hand and Skin Protection
- Cleaning Solutions Handling, Storage, Disposal & Recycling
- Dilution Control and Spill Management
- Bloodborne Pathogens – Emergency Spill Clean-up Procedures
- Workplace Violence Awareness
- Safe lifting and Preventing back injuries
- Slips, Trips, Falls and Hazards
- Workers' Comp and Medical Insurance Fraud
- Ladder Safety/Electrical Safety
- Equipment Maintenance and Documentation
- Personal Ergonomics / Repetitive motion
- Accident Investigation and Reporting

As part of these monthly training meetings, we engage our key suppliers to assist in sharing updates on products and advocating proper technique and product usage.

We also use a case study approach, providing real world scenarios and walkthroughs of solutions to difficult cleaning scenarios. These team discussions and open information exchanges are led by management staff and allow field crews to share experiences, ideas and solutions—in short, to take ownership.

A FOUNDATION FOR SUCCESS

OVERVIEW

Whether day or night, in today's connected world, there is nothing more frustrating than not being able to reach your cleaning team contact. To ensure 100% connections and responsiveness, CCS has invested in a suite of technology solutions engineered to make our relationship with you stronger, and our teams more efficient. We know tech-based solutions change rapidly, and we're committed to keeping pace—for the benefit of our team and yours.

We use technology tools with a focus on efficiency and optimizing workflow—not on replacing face to face communications with our customers. We perform advanced analysis to help us gain a deeper understanding and identify patterns relating to business performance, customer preferences and quality control. Management can more easily communicate business strategy, streamline operations and minimize waste, as well as connect with other teams on the spot.

A FOUNDATION FOR SUCCESS

TECHNOLOGY

Our technology and support solutions have created a team culture and positive impact throughout the company, building and open and communicative environment for all employees, vendors, and customers. Importantly, ready access to technology provides CCS employees with a sense of independence and trusted communications regarding their schedules and early access to upcoming payments. With ready access to technology tools, each employee is able to see their schedules, view their paychecks before they're issued—and more. The result? Added peace of mind, personal performance and reliability.

Here's a look at what solutions will be at work for you:

MATERIAL REQUIREMENTS PLANNING (MRP)

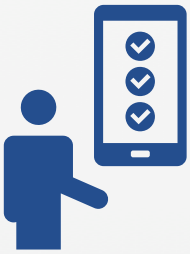
Our scheduling and HR management system is the tool we use for creating and maintaining all scheduling, training and site-required screenings. It ties directly to the CCS invoicing system eliminating missed data "handoffs" that can often occur with other approaches.

ELECTRONIC TIMEKEEPING

We set up Electronic Timekeeping at each CCS customer location. This electronic timekeeping solution allows our employees to check in/out via a pre-selected phone eliminating the need for collecting timesheets. It's easier and efficient for our employees, but the biggest benefit is it allows our night management team to spend more time on inspections, site visits and employee development rather than chasing timesheets and delivering checks. It's also a valuable layer of team accountability as it communicates real-time data about when and where employees are, and whether they're clocked in or out.

OFFICE 365

We provide each CCS manager with an iPad and office 365 for communicating with our teams and creating and distributing work orders and checklists on the spot. With all our files securely hosted in the cloud, managers can create, modify and send out proposals in the field, instantly send Day Porter schedules and other key scheduling and communications without delay.



CURRENT TECHNOLOGY

We use the latest technology to ensure our professional service to our customers.

Mobile devices
Cloud computing
Employee portals
Team sites
Advanced reporting
Real-time data collection
GPS tracking

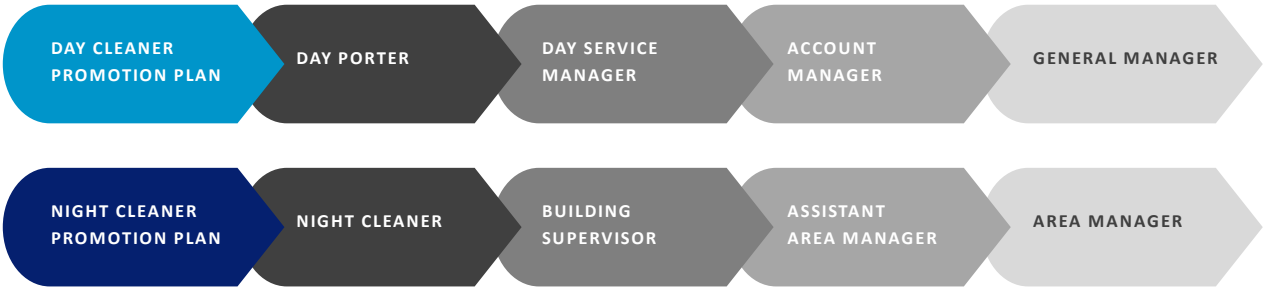
A FOUNDATION FOR SUCCESS

PROMOTIONS & INCENTIVES

CCS is committed to promoting from within our ranks. A high percentage of employees have been promoted from within; team members who joined as Porters are now account managers and supervisors, office assistants to client service roles. If an employee has the desire, drive and job performance for more responsibility—our goal is to help them grow. This unique philosophy of employee development and promotion from within is a point of differentiation within the cleaning industry—a benefit to both our customers and our employees.

During our manager meetings, we identify standout team members who have excelled in their positions and are poised for promotion. We communicate promotion guidelines to our employees so they can set—and meet—clear metrics. Employees who express a desire for promotion are given specialized training in areas such as supervision skills, time management, cost controls, budget procedures, and job specific subject matter.

EMPLOYEE PROMOTION TRACKS



In addition to our promotional and team development principles, CCS also believes in recognizing employees for a job well done. We view these as a win/win—a way to single out high achievers and build loyalty. A few examples include:

- On-the-spot employee rewards and recognition incentives
- On-site visits from our executive leadership to recognize employees
- Partnering with our customers to create year-end bonus programs for high-performing teams or individual employees

A FOUNDATION FOR SUCCESS

INDUSTRY AFFILIATIONS

Staying ahead of changes in the cleaning industry—from new products to new regulations—is a commitment we make to both our employees and customers. CCS invests in ongoing partnerships and affiliations with the Janitorial Services industry, as well as industry groups and associations our customers' value.

A strong percentage of our employees are active members in industry associations. CCS invests a significant amount of financial and leadership support to these associations. Our BDMs in each market serve on committees for these organizations and help further their missions.

WHAT TO EXPECT

OVERVIEW

While the people part of our work is critical, we also know the management and supervision of the work process provides CCS customers with tremendous value. In the cleaning business, it's not uncommon for facilities or buildings that are not effectively supervised to become isolated and disconnected; our supervision and communication infrastructure doesn't allow that to happen. Our team approach, checks and balances and open communication within CCS and our clients are key steps for fostering strong connections and quality. We've learned that both significant and even small, seemingly easy measures add up to a big difference.

We ensure full compliance with the requirements of the contract. Our management team is committed to job quality and customer satisfaction.

WHAT TO EXPECT

SUPERVISION & QUALITY CONTROL

No surprise, for CCS quality control goes beyond the basics. We believe clear, timely communications is the key to responsive service—and pride ourselves in providing quick completion of all requests. We have a software-based communication log system that assures our nightly managers are informed of special requests and building issues.

This log is compiled daily and distributed to our managers by the Communication Coordinator in our office each evening. This software and its use by our Communication Coordinator ensures all special requests are responded to immediately. When a customer expressed a desire for added night coverage, for example, we promptly invest in our night operations to ensure that we have the resources to handle floor care, floods, carpet maintenance, special cleaning requests and to provide the highest level of supervision and quality control in the industry.

The performance of these requests and issues are double checked nightly by the Area Manager who ensures a smooth transition and reports any follow-up requests to the Account Managers and Communication Manager in our office early the next day before building operations begin. The Account Manager then follows up to ensure sure all requests were completed.

In addition, CCS Day Porter management staff conducts inspections during their visits with the day staff. These inspections provide another set of “eyes and ears” to assist in the continuous improvement process. Each account management team member also conducts formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

Our three-fold approach to quality control and communications is designed to ensure timely exchange and responsiveness by all team members.

BUILDING SUPERVISOR (DAY & NIGHT SUPERVISOR)
Real-time supervision of the employees on the job and communications with the Area Manager. Assists the crew with duties and inspects for quality and completeness of work.

AREA MANAGER & DAY SERVICE MANAGER
Ensures work is accomplished and Building Supervisor is performing his/her duties. Visits the site nightly or daily (depending on shift) and serves as liaison between CCS employees and the account management team.

SENIOR AREA MANAGER
Oversees performance and quality of the work. The Director of Operations manages and supports the Area Manager.

WHAT TO EXPECT

STAFFING

BACKUP STAFFING, SPECIAL REQUESTS & EMERGENCY SERVICES

Nothing is more frustrating than a no-show cleaning staff. From our founding days, we realized this and put solutions in place to avoid the issue.

During times of employee illnesses or when extra staffing is needed based on client special requests (like an office move), CCS has the employee base needed to provide all our buildings additional staffing without having to reassign or pull from the building's regular team. In times of worker shortages, creative staffing solutions are needed to maintain exceptional service levels.

Our dedicated pool of "floater" employees work for CCS during day and evening hours—and are available on-demand as needed if scheduled staffing issues arise. Trained, motivated employees and at-the-ready, these team members tackle assigned jobs wherever they are needed. Each Area Manager has a specific source of floater employees they can call upon to provide additional staffing. This allows us to respond to urgent situations and other tasks as needed.

WHAT TO EXPECT

STAFFING: UNIFORM SPECIFICATIONS

Our teams servicing your buildings are a direct representation of CCS and your company. We take great care in the sourcing and upkeep of our uniforms to ensure our team members look professional.

Our standard uniform offering is outlined below. We can also work with you to address any specific uniform requirements outside of our standards.

To meet the uniform appearance standards, the following guidelines are provided:

- All staff must dress in their company issued uniform daily – no exceptions
- Each employee will be responsible for keeping their uniforms/smocks clean and presentable for work
- If any uniform item is damaged, immediately report to your supervisor so a replacement item can be provided
- For safety reasons, no open-ended shoes are permitted
- Employees who arrive to work inappropriately dressed will be relieved of their duties and will not be allowed to return to work until wearing proper attire/uniform
- All employees are expected to look presentable – proper hygiene and grooming are required. Failure to comply will result in your removal from the job location
- For Men: facial hair must be neatly trimmed. Hair should be neatly groomed. Jewelry must be inconspicuous and not create a safety hazard. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.
- For Women: conservative make-up is acceptable. Hair should be neatly groomed and away from the face. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.

EMPLOYEE ID BADGES

Employees are provided an identification badge, which is required to be worn at all times while on duty. The badge includes the individual's photo, full name, and our company name.

EMPLOYEE UNIFORMS

Day Staff

Work Shirt with CCS Logo
Work Pants
Work Jacket
Non-slip shoes

Night Staff

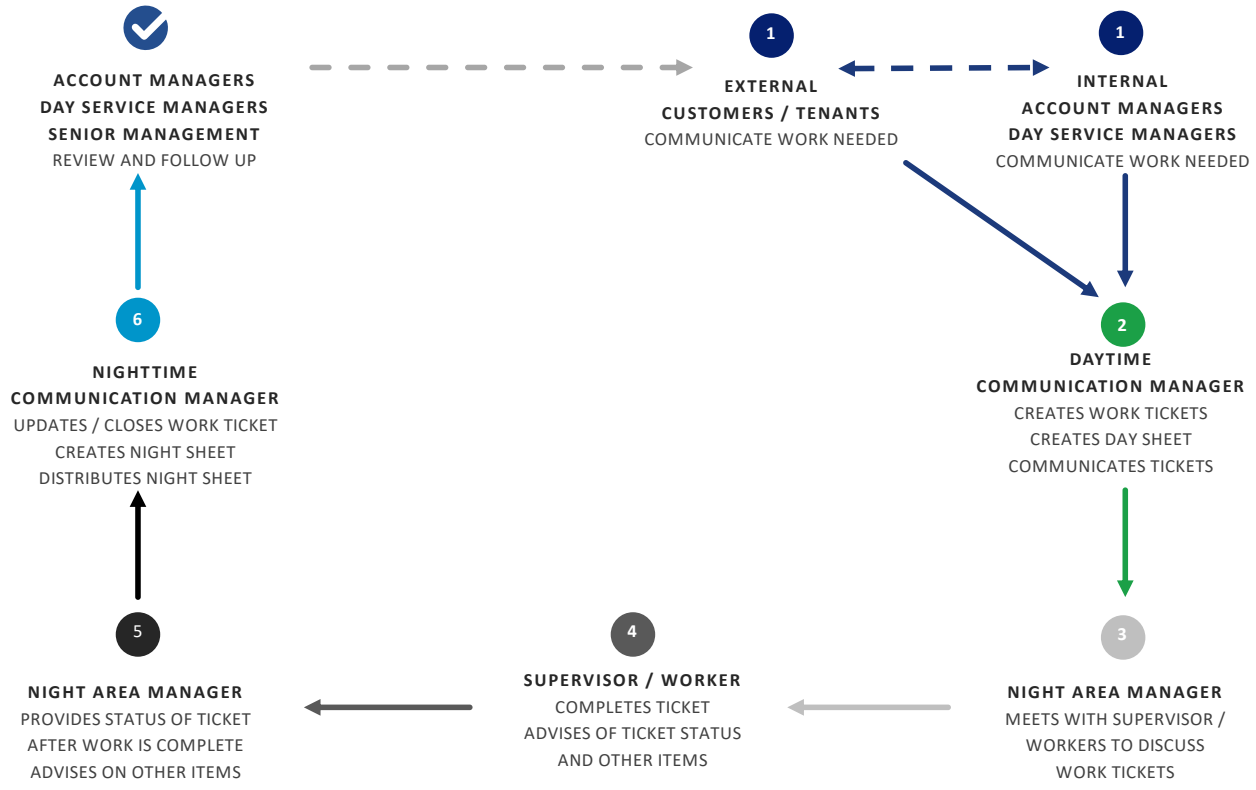
Apron/Smock with CCS Logo
Work pants
Non-slip shoes

WHAT TO EXPECT

COMMUNICATION : THE PROCESS

Clear, timely and open communications is key to every great relationship. Part of our responsibility is to manage the communication process for our customers. From communicating your requests to our team members on the front line, to completing the circle and ensuring you know the item has been completed. Ensuring this process is seamless and consistent helps give you peace of mind. Although we would like to think our buildings sleep quietly through the night, things tend to happen—and those things need to be shared and addressed with a sense of urgency. Outlined below is an overview of the way we communicate—from the initial request through to resolution and follow up with you, we are committed to addressing and following up on every detail.

THE COMMUNICATION PROCESS



All communications through phone, e-mail and internal work order system

WHAT TO EXPECT

COMMUNICATION : LOGS

24/7 COVERAGE

CCS believes that communication is critical to the way we work—both with you and with our own team. We pride ourselves on providing quick completion of all requests. To assist, we have a software-based communication log systems that ensures our nightly managers are informed of special requests and building issues.

Logs are compiled daily and distributed to our managers by a Communications Manager in our office each evening. Execution and follow up on the requests and issues are double checked nightly by the Area Manager who reports any open or follow-up items to your Account Manager and Communication Manager in our office early the next morning, before your building operations begin. The seamless handoff ensures items are not overlooked and that you are aware of what's been completed, and what may be open (and why). Your Account Manager follows up with you and your team to ensure all requests are completed.

In addition, the CCS Day Service management staff conducts inspections during visits with the day staff. These inspections provide another "eye" to assist in our continuous improvement process. If we see an issue, we'll be proactive and address it and let you know. Your CCS account management team will also conduct formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

NIGHTLY COMMUNICATION LOGS

TICKET #6747902 JOB #10270	**TASK DESCRIPTION** STAFF NOTIFICATION	**TICKET INFORMATION** NOTIFY STAFF: SUPPLIES WERE DROPPED OFF AND PLACED IN OFFICE. PLEASE STORE IN A NEAT AND ORDERLY FASHION.
CUSTOMER ID ABC PROPERTY MGMT	**STATUS** COMPLETE	
ACCOUNT MANAGER ENRIQUE ALVAREZ	**COMPLETION DATE** 2/13/17	**COMPLETION NOTES** PERSONALLY INSPECTED AND CONFIRMED. LEAD JANITOR, JOSE M., RECEIVED SUPPLIES AND ORGANIZED IN STORAGE CLOSET.
JOB SUPERVISOR LILIANA VELAZCO		

WHAT TO EXPECT

TRANSITION PLAN

The transition from one commercial cleaning service contractor to another can be disruptive to owners, managers, employees and tenants—**but it does not have to be**. Commercial Cleaning Systems provides the systems, processes and focus to ensure a seamless transition at your location. We commit the time, effort and resources needed to understand your needs and orchestrate a seamless transition. Our dedicated CCS Transition Team plans, communicates, organizes and executes the following phases with you:

TRANSITION PLAN

1 **PHASE 1** TRANSITION KICK-OFF MEETING	1. Review administrative items/details ▪ Finalize pricing ▪ Contract preparation ▪ Certificate of Insurance requirements ▪ Billing information ▪ Emergency contact information 2. Schedule building/facility walkthrough with CCS transition team
2 **PHASE 2** BUILDING / FACILITY TOUR	1. CCS Transition Team tours buildings/facilities and obtains necessary information to develop a full janitorial work plan: ▪ Special tenant requirements ▪ Areas not to clean ▪ Secured areas ▪ Alarm systems 2. CCS Transition Team develops a custom work plan and orders necessary equipment and supplies 3. Recruitment and hiring of existing staff and new staff
3 **PHASE 3** INTERNAL CCS TRANSITION MEETING	1. CCS Transition Team meets with operational team assigned to building/facility to finalize all details of the transition: ▪ Staffing ▪ Night work plan, shifts and assignments ▪ Day Porter shifts and schedules ▪ Training plan ▪ Key and access card set-up ▪ Supply orders for chemicals, equipment and consumable supplies ▪ Delivery instructions to the building/facility
4 **PHASE 4** FIRST DAY OF SERVICE	1. If unable to deliver prior to first day, all equipment and supplies are delivered to the building and properly stocked in designated storage areas by the CCS Transition Team 2. All Day Porters greeted by the Day Service Manager to answer any questions and ensure all have necessary equipment, supplies and tools 3. All nighttime staff greeted by CCS Transition Team and nighttime management/supervision staff to answer any questions and ensure all have the necessary equipment, supplies and tools

SUSTAINABILITY & GREEN CLEAN

OVERVIEW

CCS is recognized in the industry for our green cleaning practices. What started out years ago to reduce occupational hazards and liabilities for both our customers and employees has developed into a comprehensive program and become our standard practice.

With the completion of numerous LEED projects, we continue to refine and expand our sustainable service offerings to stay ahead of the evolving sustainable performance standards. While many service providers use Green Seal Certified products, we have been working in LEED Certified buildings using our comprehensive program to ensure that each project can obtain/maintain the maximum number of points available via our products and processes. Our program incorporates all aspects of sustainable cleaning operations to include equipment, procurement, training, staffing, documentation and procedures. With most our certification projects, we have serviced the property prior to certification. CCS knows all aspects of the process, and what to do along the way.

Since there are various levels of LEED Certification, as well as variations depending upon when a building is certified, we recommend reviewing specifics of your situation to ensure our program is customized to your needs. While every project may not seek LEED Certification, our track record provides you with the confidence that CCS knows what needs to be accomplished to meet your sustainability goals.

SUSTAINABILITY & GREEN CLEAN

GREEN CLEANING PROGRAM

With our Green Cleaning Program, CCS takes traditional cleaning beyond appearances with procedures designed to make each customer's occupancy the safest, healthiest and cleanest environment possible.

Using environmentally friendly, less-toxic products is just one step in the process of setting up and implementing a successful green cleaning program. How the janitorial staff uses cleaning products and equipment also impacts the program's success.

CCS employs our Green Cleaning Program throughout our company to achieve:

- A healthier environment for all occupants in the building
- Reduced absenteeism and higher productivity in the workplace
- The ability for our customers to earn LEED-EB credits toward building certification
- Favorable public relations to tenants and the general public for property owners and managers
- Compliance with governmental requirements
- A reduction in building maintenance and repairs
- A lower impact on the natural environment

Landlords and property owners are supported with best practices and certification programs that position the property with an attractive occupancy package for existing and prospective tenants.

In addition to traditional janitorial processes, Commercial Cleaning Systems' Green Cleaning Program addresses training and procedures specific to the following areas:

- Entryway maintenance and documentation
- Powered floor care equipment use, maintenance and documentation
- Dusting and mopping
- Hard floor care maintenance and documentation
- Carpet floor care maintenance and documentation
- Food areas
- Indoor plants
- Solution dilution, use, spill containment, recycling and disposal
- Trash collection and recycling procedure
- Reduction in solid waste
- Vulnerable populations, communication and procedure
- Hand sanitizing and proper hand hygiene
- Documentation and reporting required for LEED Certification

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CCS TEAM LEADERSHIP

"What sets CCS apart is our commitment to customer service. We work tirelessly to serve our customers and earn their business every day. This all-out effort is part of our DNA. It starts with hiring highly passionate individuals who look forward each day to contributing to our company's customer-focused philosophy, and grows stronger through a unique culture that rewards focus, responsibility and a service-focused mindset."

TROY COKER | CEO, COMMERCIAL CLEANING SYSTEMS

In the service industry, the leadership and support provided to our front-line employees differentiates good companies from great companies.

TROY COKER

CHIEF EXECUTIVE OFFICER

Troy Coker is CEO of Commercial Cleaning Systems. Troy founded CCS in 1988 and grew the company into the success it is today. CCS has become recognized as the premier provider of quality janitorial services throughout the Southwest region of the United States.

Troy currently oversees all aspects of the company. He utilize his "ground-up" knowledge and expertise to lead the continued growth and development of the company. Through his leadership and perseverance, Troy continues to emphasize the company-wide focus on customer service and operational excellence. He leads the senior management team as CCS continues to accomplish strategic and long-term objectives.

Prior to the start of his career, Troy earned his BS in Business Administration with majors in Finance and Marketing from the University of Colorado.

TODD VANOPDORP

CHIEF OPERATING OFFICER

Todd VanOpdorp serves as COO. Since joining CCS in 2004, Todd has become instrumental in the growth and development of the business. Todd is involved with all aspects of the business throughout the company. His primary focus is on operations and business development.

Todd spent the past 29 years of his career in various management and leadership positions providing janitorial and private security services to the commercial real estate industry.

Prior to his career, Todd earned a BS from Western Illinois University.

ADDENDUM

CCS TEAM LEADERSHIP

ROBERT JESKE

CHIEF FINANCIAL OFFICER

Robert Jeske is the CFO for Commercial Cleaning Systems. Robert is responsible for the management of all finance, accounting, treasury and M&A activities.

Robert spent the past 25 years of his career in management and leadership positions working in the following industries: Retail, Aerospace & Defense, and Media. Prior to joining CCS in 2018, he most recently served as the CFO of Pioneer Landscape Centers and held the position of Controller with United Launch Alliance.

Robert earned his Bachelor of Science Degree in Finance with Honors from Metropolitan State University and earned his MBA with honors from Regis University.

STEVE LARSON

EXECUTIVE VICE PRESIDENT

Steve Larson is the Executive Vice President for Commercial Cleaning Systems. Steve is primarily responsible for the management of all operations including: strategic and operational leadership, developing and maintaining customer relations.

Steve spent the past 27 years of his career in various management and leadership positions providing janitorial services to the commercial real estate industry.

Prior to his career, Steve earned his Bachelor of Science Degree in Mechanical Engineering with Honors from University of Minnesota, Institute of Technology.

DANA HOLLADAY

SENIOR VICE PRESIDENT

Dana Holladay is Senior VP at CCS with primarily responsibility for the strategic and operational leadership throughout the Southern California and Washington branch offices.

Prior to joining CCS in 1998, Dana provided sales and marketing support to a privately held, start-up company. In this position, she assisted with the implementation of the company branding and marketing strategies that contributed to the company's successful launch and ultimate sale.

Dana is an active member in numerous commercial real estate industry associations throughout Southern California. She attended California State University San Marcos.

ADDENDUM

CCS TEAM LEADERSHIP

CAMERON HALL

REGIONAL VICE PRESIDENT

Cameron Hall is Regional Vice President responsible for working directly with CCS Account Managers, Field Managers. She oversees the administrative support team in Southern California, Washington, and Georgia.

Prior to joining CCS in 2013, Cameron's experience included five years in the commercial real estate industry where she oversaw approximately 750,000 square feet of commercial and industrial properties.

Cameron earned a bachelor's degree in Business Administration from Chapman University in 2006 and JD from Western State College of Law in 2011. She became a member of the California State Bar after graduation.

MEAGHAN O'BRIEN

VICE PRESIDENT OF BUSINESS DEVELOPMENT

Meaghan O'Brien is the Vice President of Business Development for Commercial Cleaning Systems. Meaghan serves as the company leader of all Business Development Managers with an emphasis on market growth, sales process development and training initiatives. Meaghan works closely with prospective customers to develop value added programs to best meet their specific goals and objectives.

In 2013, Meaghan joined CCS as an Account Manager in San Diego and advanced to Business Development Manager in 2014. In 2016, she took on the additional role as Business Development Sales Trainer. Prior to joining CCS, Meaghan enjoyed over 16 years with a successful career in business development and entrepreneurship.

Meaghan earned her Bachelor of Science in business Administration from Salisbury University.

DANIEL LOWERY

DIRECTOR, CORPORATE SERVICES

Daniel Lowery is Director of Corporate Services for CCS. In 2010, Daniel joined CCS as the Environmental Services (EVS) Director. He advanced to Director of Corporate Services where he works closely with executive staff to achieve and maintain standards of excellence set forth by CCS. Daniel leads the CCS team in development of business practices, policies, and procedures.

Prior to the start of his career, Daniel earned a BS in Economics with a minor in Business Administration from the University of Colorado. Daniel is also a licensed Colorado Real Estate Broker.

ADDENDUM

CCS TEAM LEADERSHIP

DON BUFFONI

PROCUREMENT & SUSTAINABILITY, LEED AP O+M

Don Buffoni is the Manager of Procurement and Sustainability for Commercial Cleaning Systems. Don began his career with CCS with a dual role in Business Development and Supply Management. Currently, Don manages and directs product distribution, vendor contract negotiations, manufacturer relationships, and sustainability reporting and compliance.

Prior to his start at CCS in 2005, Don was a manufacturing representative for a cleaning solution company and served nine years in the United States Army as a logistics supply officer.

Don earned his Bachelor's Degree of Industrial Design from North Carolina State University.

JANET KIEFER

CORPORATE CONTROLLER

Janet Kiefer serves as Corporate Controller at CCS responsible for managing all facets of the accounting operations, monitoring and implementation of policies and procedures, as well as reporting analyzed financial information to the executive management team.

Prior to joining, Janet served in numerous accounting roles in both public traded and privately held companies working primarily in the manufacturing industries. She also spent four years in the United States Navy as a financial technician where she earned a Navy Marine Corp Achievement Medal for her perseverance and dedication to her work.

Janet holds a BS in Accounting at Metropolitan State University of Denver.

ADDENDUM

LOS ANGELES LEADERSHIP

TONY RAMIREZ

GENERAL MANAGER

Tony Ramirez is the General Manager for Commercial Cleaning Systems in Los Angeles. He oversees all aspects of the CCS Los Angeles offices, including day and night operations, sales and marketing efforts, and customer service and satisfaction. In addition, Tony provides support and training in the areas of account management and customer service.

Tony has over 25 years in the janitorial industry. Prior to joining CCS, Tony worked as a Senior Project Manager for the LA Memorial Coliseum for 2 years. Tony has the following certifications: GMP, IPM certification, HACCP certification, and Hazmat training through OSHA.

CANDY CONTRERAS

ACCOUNT MANAGER

Candy Contreras is an Account Manager for Commercial Cleaning Systems. Candy establishes and maintains effective lines of communications with clients and facilities' personnel to ascertain that their needs and requirements are being satisfied. She conducts quality walks with our customer, takes on special requests and concerns and makes it a point to always follow-up and follow through on all tasks to completion.

FRANCISCO MENDOZA

SENIOR NIGHT MANAGER

Francisco Mendoza is a Night Manager for Commercial Cleaning Systems. Francisco provides night management that oversees the night janitorial staff, floor care crew, and specialty services. David's main job duties are to conduct quality walks in the evenings once work has been completed, to offer training and supervision to all night crews and to communicate any messages from the customers to our crew to ensure we adhere to the scope of work.

ALI OLSON

BUSINESS DEVELOPMENT MANAGER

Ali is a Business Development Manager for Commercial Cleaning Systems. Ali serves all of North Los Angeles County by implementing new sales and marketing strategies, identifying target markets, presenting RFP proposals and maintaining strong customer relationships.

ADDENDUM

SAMPLE CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE 10/1/2017

DATE (MM/DD/YYYY) 3/9/2017

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 have ADDITIONAL INSURED provisions or 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: Lockton Companies, 8110 E. Union Avenue, Suite 700, Denver CO 80237, (303) 414-6000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability Company	38318
INSURER B: Depositors Insurance Company	42587
INSURER C: Hiscox Insurance Company Ltd	0
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1345173: PBC Commercial Cleaning Systems, Inc. dba Commercial Cleaning Systems, 1485 S. Lipan St., Denver, CO 80223

COVERAGES — CERTIFICATE NUMBER: 14558415 — REVISION NUMBER: XXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / X OCCUR; X $250K SIR Included; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC / OTHER	N	N	1000100027161	10/1/2016	10/1/2017	EACH OCCURRENCE $ 1,000,000; DAMAGE TO RENTED PREMISES (Ea occurrence) $ Excluded; MED EXP (Any one person) $ Excluded; PERSONAL & ADV INJURY $ 1,000,000; GENERAL AGGREGATE $ 2,000,000; PRODUCTS - COMP/OP AGG $ 2,000,000; $
B	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY / SCHEDULED AUTOS; HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	ACP754 5806934	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000; BODILY INJURY (Per person) $ XXXXXXX; BODILY INJURY (Per accident) $ XXXXXXX; PROPERTY DAMAGE (Per accident) $ XXXXXXX; $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR; EXCESS LIAB / CLAIMS-MADE; DED X RETENTION $ 0	N	N	1000011470	10/1/2016	10/1/2017	EACH OCCURRENCE $ 5,000,000; AGGREGATE $ 5,000,000; $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below; Y/N N; N/A		N	1000001054	10/1/2016	10/1/2017	X PER STATUTE / OTH-ER; E.L. EACH ACCIDENT $ 1,000,000; E.L. DISEASE - EA EMPLOYEE $ 1,000,000; E.L. DISEASE - POLICY LIMIT $ 1,000,000
C	Employee Theft incl. Employee Theft of Client Prop.	N	N	UC21341034.16	10/1/2016	10/1/2017	$1,000,000 Limit; $15,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: 14558415 SAMPLE ONLY

CANCELLATION: See Attachment

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: Charles M. McDaniel

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REST ASSURED

The business of cleaning requires a vigilant focus on training, proper equipment, upkeep, safety and insurance coverage.

CCS invests in comprehensive coverage via trusted and respected underwriters and provides proof of that coverage to our customers. You've put your trust in us—rest assured, we honor that trust every day.

READY TO SERVE

Commercial Cleaning Systems

A Company Built to Serve

COMMERCIALCLEANINGSYSTEMS.COM

REQUEST FOR CLARIFICATION NO. 1

CUSTODIAL SERVICES FOR OXNARD TRANSIT CENTER (OTC)

Tuesday, April 09, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: Dana A. Holladay Dated: 4-16-2019

Print Name: Dana Holladay Title: Senior Vice President

Company: Commercial Cleaning Systems

Email: dholladay@commercialcleaningsystems.com

REQUEST FOR CLARIFICATION NO. 1

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the solicitation responses.

1.1 The request in this document is intended to offer the Vendor the opportunity to provide the City information previously requested in Solicitation DS 19-56, Custodial Services for Oxnard Transit Services that was not provided in the Vendor's previous submission, or not provided in the requested format as outlined by the City in the solicitation document. Details are outlined in Section 3 of this document.

1.2 Receipt of Clarification Request Cover Page
To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it to the City of Oxnard as a PDF no later than 2:00 pm, April 16, 2019. All vendor submissions must be emailed to Will Gale at william.gale@oxnard.org (primary contact) and Patricia Garcia at patricia.garcia@oxnard.org (secondary contact). Physical/paper document submissions will be rejected.

1.3 Please submit the signed response via email to the above email addresses which states in the subject line: "Request for Clarification No. 1, Solicitation No. DS 19-56".

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification
All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified. The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions/requests/notes from the City:

a) **An additional cost table was included in your bid response to Solicitation DS 19-56 for consumables/supplies pricing as it relates to Service Level I. This information was not requested by the City, or part of the original solicitation document. Please only provide an all-inclusive bid in the format as requested in the original solicitation document, and below. Bidder, please enter your response below:**

Oxnard Transit Center	Cost per Staff Hour	Cost per Staff Hour for Special Requests/ Emergency Cleaning	Total Weekly Billed Staff Hours
Service Level 1 (Furnish Labor, Materials, Supplies & Equipment)	$33.80	$45.00	77.81

b) Please indicate your closest business address to the OTC that custodial staff would be dispatched from in response to Special Requests/ Emergency Cleaning, and the amount of time it will take for staff to arrive onsite at the Oxnard Transit Center (OTC). Vendor, please enter your response below:

Vendor Response: 840 Apollo St., #307, El Segundo, CA 90245 *Arrival ETA: 1 Hour*

c) Please indicate the phone number(s) that the City would call for Special Requests/Emergency Cleaning, and the days and hours that personnel will be available for dispatch. Vendor, please enter your response below:

Phone# 1	Phone# 2	Days	Confirm Days Available (Yes/No)	Hours Available
(818) 691-8118	(714) 656-6872	Monday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Tuesday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Wednesday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Thursday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Friday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Saturday	Yes	24 hrs / day
(818) 691-8118	(714) 656-6872	Sunday	Yes	24 hrs / day

Additional Response to Section 3. (b)

Please note that response times are not necessarily based on dispatch from nearest office address. Management or cleaners may be in closer proximity to OTC at any given time, and may not be required to report to office before responding in the event of an emergency or special request.

Commercial Cleaning Systems

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COMMERCIALCLEANINGSYSTEMS.COM

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 2
CUSTODIAL SERVICES FOR
OXNARD TRANSIT CENTER (OTC)

Tuesday, January 14, 2020

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: [signature] Dated: 1/16/20

Print Name: Tony Ramirez Title: GM

Company: CCS

Email: Tramirez@ccsbts.com

REQUEST FOR CLARIFICATION NO. 2

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to Solicitation DS 19-56, Custodial Services for Oxnard Transit Center.

1.2 Receipt of Clarification Request Cover Page
To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than **2:00 pm, January 17, 2020**, by email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to Patricia Garcia at patricia.garcia@oxnard.org (primary contact) and Eric Hernandez at eric.hernandez@oxnard.org (secondary contact), which states in the subject line: **"Request for Clarification No. 2, Solicitation # "DS 19-56".**

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification
All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City:

Please provide updated cost for scope of adding 34 trash receptacles and 6 recycle receptacles.

Vendor's Response:

2020 Janitorial Contract Pricing					
Oxnard Transit Center					
Services:	Cost / Staff Hour YEAR 1	Cost / Staff Hour YEAR 2	Cost / Staff Hour YEAR 3	BLENDED RATE for 2020 - 2022 Contract	Weekly Billed Staff Hours
SERVICE LEVEL 1					
Day Porter - Supplies Included	$ 34.14	$ 34.96	$ 35.80	**$ 34.97**	80

Award of Trade Services Agreement A-8192 to PBC Commercial Cleaning Systems Inc., for Custodial Services for the Oxnard Transit Center

Public Works and Transportation Committee
January 28, 2020
Brian Yanez,
Assistant Public Works Director

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8192 with PBC Commercial Cleaning Systems, Inc., (CCS) for a term of three (3) years for a total contract value of $436,425 to provide custodial services at the Oxnard Transit Center located at 201 E. Fourth Street.

2

BACKROUND

- On February 28, 2019, the City issued a request for bids (RFB) No. DS 19-56 for custodial services at the Oxnard Transit Center (OTC) located at 201 E. Fourth Street.
- The City received two (2) responsive bids by the March 21, 2019, closing date. The selected bidder, Joranda Marketing Inc., (Jan-Pro) provided the lowest responsible and responsive bid.
- On June 18, 2019, the agreement was awarded by Council and Jan-Pro began providing custodial services at the OTC.

3

BACKROUND

- On October 9, 2019, Jan-Pro submitted a written notice to terminate services effective November 9, 2019, due to the City's Living Wage Policy.
- At the direction of the Purchasing Division, the second lowest responsible bidder, CCS, was contacted to provide custodial services.
- Oxnard City Corps is currently providing custodial services in the interim.

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DISCUSSION

- The OTC operates 365 days a year as the center for train and bus service to the region. The building is open every day from 6:00 a.m. to 10:00 p.m.
- The original bid response submitted by CCS included an additional cost table for consumables/supplies. Purchasing sent CCS a Request for Clarification (RFC) No. 1 requesting them to provide a combined all-inclusive bid as per the bid request, making their bid go from $30.82 per staff hour to $33.80. RFC No. 2 was sent to CCS to add services for approximately thirty four (34) outdoor trash receptacles and six (6) recycle receptacles which brought the new amount to $34.97 per staff hour.

5

DISCUSSION

- CCS will provide a full-service custodial services (Service Level 1), at an hourly cost per staff hour of $34.97 and an hourly cost per staff hour of $45.00 for special requests/emergency cleaning.
- CCS staff is on site Monday through Friday from 5:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m., and Saturday and Sunday from 6:00 a.m. to 12:00 p.m. and from 3:00 p.m. to 8:00 p.m.
- Emergency cleaning services are provided as needed by the City.

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FINANCIAL IMPACT

- The total cost of the agreement is $436,425 and will be split accordingly between each fiscal year using Oxnard Transportation Center Professional Contract account 213-3110-803-82-09.
- The anticipated cost of the remaining years of the agreement will be requested in the budget process of FY 20/21, FY 21/22 and FY 22/23.
- We estimate 19 weeks in FY 19/20 from start date of the contract to FY 20/21 and an estimated 33 weeks FY 22/23.

7

FINANCIAL IMPACT

- The OTC does not receive General Fund revenue. Funding for the OTC operations and maintenance is provided in part by the Gold Coast Transit District (GCTD) through an annual claim.
- The City submits a claim for State of California Transportation Development Act (TDA) funds for the OTC operating budget (Fund 213).

FY 19/20	FY 20/21	FY 21/22	FY 22/23	Grand Total
$53,162	$145,475	$145,475	$92,313	$436,425

8

Questions?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.7.

DATE: January 28, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8201 to Toro Enterprises for the Cast Iron Pipe Replacement Project. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommends the City Council:
1. Award and authorize the Mayor to execute Agreement A-8201 in the amount of $4,643,679 for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project PW 19-94 with Toro Enterprises, Inc.;
2. Approve $464,368 for Project contingency and $325,058 for engineering, inspection, survey and project management for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project; and
3. Approve a budget appropriation of $3,939,827 from the Water Operating Fund (601) for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project Project Nos. 183108 and 153117, respectively.

BACKGROUND

On July 18, 2017, the City Council received an update on the street maintenance program for the City. In that presentation, Bryce Canyon South and Fremont North neighborhood street resurfacing were listed as projects that were scheduled for cast iron pipe replacement and street resurfacing for FY 17-18. Due to previous funding shortages for both the cast iron pipe replacement as well as street resurfacing these projects have been delayed until now.

In the past few years, the City has seen only two to three bidders at a time for the projects that combine the cast iron pipe replacement and the street resurfacing. In an attempt to get more competitive pricing and attract more contractors we have separated the cast iron pipe replacement and the street resurfacing. There are several local contractors who have the ability to perform the work of the pipe replacement, however not the street resurfacing. The street resurfacing portion of the project will be put out to bid as this cast iron pipe replacement project nears completion.

Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project is a combination of the cast iron pipe replacement portion of the Bryce Canyon South Resurfacing Project No. 183108 and the Fremont North Resurfacing Project No. 153117.

This project will replace 60 year old cast iron water pipes with PVC pipes in the Bryce Canyon North/South and Fremont neighborhoods per the City wide cast iron pipe replacement program. The Project consists of furnishing all necessary labor, materials, equipment, traffic control and other incidental and appurtenant work to abandon existing 6" up to 10" cast iron pipe waterlines and install approximately 17,700 feet of new PVC waterlines, removal and replacement of 440 1-inch water services with new polyethylene (PE) services, remove and replace 30 fire hydrants, install water valve/air-vac/blow-off units and perform the restoration of asphalt concrete pavement in the Bryce Canyon North/South and Fremont North Neighborhoods.

The work is tentatively scheduled to begin in February 2020 and will be completed by April 2020. Please see attached location maps. Staff will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences in the Project area and signs will be posted along the work route.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was initially published on March 21, 2019, with bids due on May 2, 2019, and two bids were received. The bids received exceeded the funding available for the project. Due to this funding issue, all bids were rejected and the project was revised and rebid. The NIFB on the rebid project was published on October 31, 2019, and all bids were due on December 4, 2019.

The City received the bids listed below:

Toro Enterprises, Inc.: $4,643,679
Granite Construction Company: $5,455,927

The lowest bidder is Toro Enterprises, Inc. and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Toro and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this project to Toro Enterprises, Inc.

The contract is to include the base items as well as additive items 1 and 2 which total $4,643,679. Additionally, $464,368 is required for construction contingency (10% of the contract value) and $325,058 for the cost for engineering support services and City staff time (7% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of the project is $5,433,105 (base bid + additive items + contingency + EISPM).

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's 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

Approval of this recommendation will appropriate $3,939,827 from the Water Operating Fund (601). The appropriation request includes $3,150,400 necessary to complete the contract with Toro Enterprises, a contingency amount of $464,368, and staff time totaling $325,058. The staff time and contingency amounts will be split 50/50 between the Bryce Canyon (183108) and Fremont (153117) projects. The projected Fiscal Year 2019-20 ending unassigned fund balance of the Water Operating Fund (601) is $17.7 million after this appropriation request. Details regarding how the funds will be allocated between the two projects is as follows:

PROJECT NUMBER	PROJECT DESCRIPTION	PREVIOUS APPROPRIATION (FUND 601)	APPROPRIATION REQUEST	CONTRACT AMOUNT	CONTINGENCY	STAFF TIME PROJECT MANAGE -MENT
183108	BRYCE CANYON	$1,500,000	1,222,407	$2,320,972	$232,184	$162,529
153117	FREMONT	-	$2,717,420	$2,322,707	$232,184	$162,529
	TOTALS	$1,500,000	$3,939,827	$4,643,679	$464,368	$325,058

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Bid Tabulation Bryce Canyon Fremont PW 19-94
2. A-8201 Toro Bryce Canyon Fremont Cast Iron Pipe PW 19-94
3. BA for Bryce Canyon Fremont
4. Cast Iron Replacement Location
5. PW 19-94 Bryce Fremont Cast Iron Pipe Committee Power Point

This is a tabulation of bid results and not an offer of award or contract. The City of Oxnard reserves the right to reject all bids.

Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project

Specification No. PW 19-94

Owner: City of Oxnard

Bids Received: 12/4/19

				Toro Enterprises, Inc.		Granite Construction Company	
				2101 E. Ventura Boulevard Oxnard, CA 93036		4820 McGrath Street #101 Ventura, CA 93003	
				#1		#2	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 1 **Bryce Canyon North & South Neighborhood**						
1	Mobilization/ Demobilization (not to exceed 5% of the Total Bid Amount)	LS	LUMP SUM	$52,900.00	$52,900.00	$100,000.00	$100,000.00
2	Traffic Control And Public Convenience And Safety	LS	LUMP SUM	$59,400.00	$59,400.00	$56,695.00	$56,695.00
3	Storm Water Pollution Prevention Plan	LS	LUMP SUM	$8,900.00	$8,900.00	$3,900.00	$3,900.00
4	Install 10-Inch PVC Class 200	LF	1,370	$166.00	$227,420.00	$235.00	$321,950.00
5	Remove And Replace 10-Inch PVC Class 200	LF	520	$170.00	$88,400.00	$350.00	$182,000.00
6	Install 8-Inch PVC Class 200	LF	6,525	$124.00	$809,100.00	$145.00	$946,125.00
7	Abandon Exist 10-Inch CIP In-Place	LF	1,370	$12.00	$16,440.00	$13.00	$17,810.00
8	Abandon Exist 6 And 8-Inch CIP In-Place	LF	6,460	$5.50	$35,530.00	$6.50	$41,990.00

9	Install 10-Inch R.S. Gate Valve	EA	5	$2,915.00	$14,575.00	$3,300.00	$16,500.00
10	Install 8-Inch R.S. Gate Valve	EA	18	$2,250.00	$40,500.00	$2,400.00	$43,200.00
11	Remove And Replace Fire Hydrant	EA	10	$10,875.00	$108,750.00	$10,000.00	$100,000.00
12	Remove And Reconnect Fire Hydrant	EA	3	$7,345.00	$22,035.00	$4,800.00	$14,400.00
13	Replace 1-Inch Water Services	EA	223	$2,410.00	$537,430.00	$3,100.00	$691,300.00
14	Replace 1-Inch Water Services (@ Southside of Redwood in drawing sheet 8)	EA	18	$3,315.00	$59,670.00	$7,700.00	$138,600.00
15	Install Temporary Water Services Up To 2 Inches	EA	20	$1,165.00	$23,300.00	$1,500.00	$30,000.00
16	Replace 1-Inch Water Services And Relocate WM Box @ #4007 S “A” St	LS	LUMP SUM	$3,680.00	$3,680.00	$5,500.00	$5,500.00
17	Install 4-Inch Blow-Off Assembly	EA	9	$8,450.00	$76,050.00	$7,700.00	$69,300.00
18	Install 2-Inch Air-Vacuum Assembly	EA	6	$8,270.00	$49,620.00	$7,500.00	$45,000.00
19	Relocate 2-Inch Backflow Assembly & All Components, Complete-In-Place	LS	LUMP SUM	$8,030.00	$8,030.00	$2,800.00	$2,800.00
20	Dewatering	LS	LUMP SUM	$9,900.00	$9,900.00	$23,800.00	$23,800.00
21	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	LS	LUMP SUM	$16,800.00	$16,800.00	$35,000.00	$35,000.00

Additive Item 1

	SCHEDULE 2 Fremont North Neighborhood						
22	Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount)	LS	LUMP SUM	$31,000.00	$31,000.00	$100,000.00	$100,000.00
23	Traffic Control And Public Convenience And Safety	LS	LUMP SUM	$80,450.00	$80,450.00	$20,000.00	$20,000.00
24	Storm Water Pollution Prevention Plan	LS	LUMP SUM	$8,900.00	$8,900.00	$3,940.00	$3,940.00
25	Install 10-Inch PVC Class 200	LF	4,270	$147.00	$627,690.00	$160.00	$683,200.00
26	Install 8-Inch PVC Class 200	LF	5,010	$124.00	$621,240.00	$135.00	$676,350.00
27	Abandon Exist 10-Inch CIP In-Place	LF	2,900	$12.00	$34,800.00	$10.00	$29,000.00
28	Abandon Exist 6 And 8-Inch CIP In-Place	LF	6,330	$5.50	$34,815.00	$6.50	$41,145.00
29	Install 10-Inch R.S. Gate Valve	EA	15	$2,915.00	$43,725.00	$3,000.00	$45,000.00
30	Install 8-Inch R.S. Gate Valve	EA	10	$2,250.00	$22,500.00	$2,800.00	$28,000.00
31	Remove And Replace Fire Hydrant	EA	14	$10,875.00	$152,250.00	$8,500.00	$119,000.00
32	Remove And Reconnect Fire Hydrant	EA	3	$7,345.00	$22,035.00	$4,515.00	$13,545.00
33	Replace 1-Inch Water Services	EA	218	$2,410.00	$525,380.00	$2,800.00	$610,400.00
34	Install 4-Inch Blow-Off Assembly	EA	8	$8,450.00	$67,600.00	$7,700.00	$61,600.00

35	Install 2-Inch Air-Vacuum Assembly	EA	4	$8,270.00	$33,080.00		$7,730.00	$30,920.00
36	Dewatering	LS	LUMP SUM	$9,900.00	$9,900.00		$15,000.00	$15,000.00
37	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	LS	LUMP SUM	$16,800.00	$16,800.00		$31,907.00	$31,907.00
	Additive Item 2							
	SCHEDULE 3 Miscellaneous Bid Items							
38	Replace Water Services, 1 ½ - 2 Inches	EA	5	$2,485.00	$12,425.00	*	$6,500.00	$32,500.00
39	Trench Stabilization	TON	100	$113.00	$11,300.00		$80.00	$8,000.00
40	Relocate Existing Waterline up to 10-Inch	LF	60	$234.00	$14,040.00		$260.00	$15,600.00
41	Paint Traffic Striping (2-Coat)	LF	400	$5.76	$2,304.00		$5.50	$2,200.00
42	Paint Pavement Marking (2-Coat)	SF	500	$6.03	$3,015.00		$5.50	$2,750.00
			Total Bid SUBMITTED		$4,652,679.00			$5,455,927.00
			Total Bid VERIFIED		$4,643,679.00	*		$5,455,927.00

*Correction to calcuation error.

Subcontractors:	Chrisp Company	Subcontractors:	Cell Crete Corp.

CONTRACT

CITY OF OXNARD CONTRACT FOR

BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICIATION NO. PW 19-94

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four million six hundred forty three thousand six hundred seventy nine dollars ($4,643,679) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

.

TORO ENTERPRISES, INC.

Sean Castillo, President[2] Date

Jerry Hannigan, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement 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 (company directors, not lower-level managers); 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.

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract 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 Contractor, its agents, representatives, employees or subcontractors.

   a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor 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-G. 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 work commences. 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

   City of Oxnard
   Insurance Compliance
   Reference No. _____
   P.O. Box 100085 – OX
   Duluth, GA 30096
   Via Email: cityofoxnard@ebix.com
   Via Fax: 678-259-1007

3. Contractor 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 by either party, 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. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G 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 <u>and</u> 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. Any deductibles or self-insured retentions must be declared to and 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

12/19

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 general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.doc

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.
CODESUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER ASPECIFY 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 $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 ACity@)

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

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE 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, employees and volunteers 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:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 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 this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

Rev. 12/19 INS-G.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

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:

2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

2.2 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: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICIATION NO. PW 19-94

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of

the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICIATION NO. PW 19-94

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the

Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT B

CITY OF OXNARD

BID SHEETS FOR BRYCE CANYON NORTH/SOUTH AND FREMONT NORTH NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICATION NO. PW 19-94

Bidder's Name: Toro Enterprises, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 1 Bryce Canyon North & South Neighborhood					
1	Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount)	1001-3	LS	LUMP SUM	52,900.-	52,900.-
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	59,400.-	59,400.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	8,900.-	8,900.-
4	Install 10-Inch PVC Class 200	1407-3	LF	1,370	166.-	227,420.-
5	Remove And Replace 10-Inch PVC Class 200	1407-3	LF	520	170.-	88,400.-
6	Install 8-Inch PVC Class 200	1407-3	LF	6,525	124.-	809,100.-
7	Abandon Exist 10-Inch CIP In-Place	1408-2	LF	1,370	12.-	16,440.-
8	Abandon Exist 6 And 8-Inch CIP In-Place	1408-2	LF	6,460	5.50	35,530.-
9	Install 10-Inch R.S. Gate Valve	1409-3.7	EA	5	2,915.-	14,575.-
10	Install 8-Inch R.S. Gate Valve	1409-3.7	EA	18	2,250.-	40,500.-
11	Remove And Replace Fire Hydrant	1410-4	EA	10	10,875.-	108,750.-

12	Remove And Reconnect Fire Hydrant	1410-4	EA	3	7,345.-	22,035.-
13	Replace 1-Inch Water Services	1411-3	EA	223	2,410.-	537,430.-
14	Replace 1-Inch Water Services (@ Southside of Redwood in drawing sheet 8)	1411-3	EA	18	3,315.-	59,670.-
15	Install Temporary Water Services Up To 2 Inches	1412-3	EA	20	1,165.-	23,300.-
16	Replace 1-Inch Water Services And Relocate WM Box @ #4007 S "A" St Complete-In-Place	1411-3	LS	LUMP SUM	3,680.-	3,680.-
17	Install 4-Inch Blow-Off Assembly	1414-2	EA	9	8,450.-	76,050.-
18	Install 2-Inch Air-Vacuum Assembly	1409-4.7	EA	6	8,270.-	49,620.-
19	Relocate 2-Inch Backflow Assembly & All Components, Complete-In-Place	1192-5	LS	LUMP SUM	8,030.-	8,030.-
20	Dewatering	1901-3	LS	LUMP SUM	9,900.-	9,900.-
21	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	1902-3	LS	LUMP SUM	16,800.-	16,800.-
			BASE AMOUNT TOTAL:		$ 2,268,430.-	

1. **ADDITIVE ALTERNATIVE (Bid Item Numbers 22 Thru 42):** To be installed as required per Engineer's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Alternative Bid Items listed.

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 2 **Fremont North Neighborhood**					
22	Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount)	1001-3	LS	LUMP SUM	31,000.-	31,000.-

23	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	80,450.-	80,450.-
24	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	8,900.-	8,900.-
25	Install 10-Inch PVC Class 200	1407-3	LF	4,270	147.-	627,690
26	Install 8-Inch PVC Class 200	1407-3	LF	5,010	124.-	621,240.-
27	Abandon Exist 10-Inch CIP In-Place	1408-2	LF	2,900	12.-	34,800.-
28	Abandon Exist 6 And 8-Inch CIP In-Place	1408-2	LF	6,330	5.50 ~~5.50~~ 50	34,815.-
29	Install 10-Inch R.S. Gate Valve	1409-3.7	EA	15	2,915.-	43,725.-
30	Install 8-Inch R.S. Gate Valve	1409-3.7	EA	10	2,250.-	22,500.-
31	Remove And Replace Fire Hydrant	1410-4	EA	14	10,875.-	152,250.-
32	Remove And Reconnect Fire Hydrant	1410-4	EA	3	7,345.-	22,035.-
33	Replace 1-Inch Water Services	1411-3	EA	218	2,410.-	525,380.-
34	Install 4-Inch Blow-Off Assembly	1414-2	EA	8	8,450.-	67,600.-
35	Install 2-Inch Air-Vacuum Assembly	1409-4.7	EA	4	8,270.-	33,080.-
36	Dewatering	1901-3	LS	LUMP SUM	9,900.-	9,900.-
37	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders.	1902-3	LS	LUMP SUM	16,800.-	16,800.-
				ADDITIVE ITEM 1 TOTAL:		$ 2,332,165.-

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION . QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SCHEDULE 3 Miscellaneous Bid Items (Additive Alternative)					
38	Replace Water Services, 1 ½ - 2 Inches	1411-3	EA	5	2,485.-	21,425.-
39	Trench Stabilization	1903-4	TON	100	113.-	11,300.-
40	Relocate Existing Waterline Up to 10-Inch	1415-6	LF	60	234.-	14,040.-
41	Paint Traffic Striping (2-Coat)	1515-4	LF	400	5.76	2,304.-
42	Paint Pavement Marking (2-Coat)	1515-4	SF	500	6.03	3,015.-
				ADDITIVE ITEM 2 TOTAL:		$52,084.-

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ADDITIVE ITEM 1 + ADDITIVE ITEM 2

TOTAL BID PRICE IN DIGITS: $4,652,679

TOTAL BID PRICE IN WORDS: Four million Six hundred Fifty two Thousand Six hundred Seventy Nine Dollars and no Cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount total and Additive Item 1 and Additive Item 2.

Contractor must complete all Work within (80) Working Days of the City's Notice to Proceed. Complete the Work at Bryce Canyon North/South Neighborhood within 45 Working Days. Complete the Work at Fremont North Neighborhood within 45 Working Days.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** December 16, 2019

Project/Program Manager: Tatiana Arnaout **Phone:** 805-385-8341

Reason for Appropriation:

To appropriate funding for Agreement A-8201 with Toro Enterprises, Inc. Water Cast Iron Pipe Replacement for Bryce Canyon Neigborhood North/ South and Fremont North.

Accounts and Descriptions		AMOUNT
Fund: 601 Water Operating Fund		
Expenditures/Transfers Out		
183108 Bryce Canyon SO. Street Resurfacing		
601-6551-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIPT.-NEW	827,694
601-6551-826.84-51	SERVICES TO OTHER PROGRAMS	162,529
601-6551-826.88-02	CONTRACTUAL AGREEMENT/ FOR CONTINGINCIES	232,184
	Sub-total Expenditures	1,222,407
	Net Change to Fund Balance	**(1,222,407)**
Fund: 601 WATER OPERATING FUND		
Expenditures/Transfers Out		
153117 FREMONT NORTH RESURFACING		
601-6551-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIPT.-NEW	2,322,707
601-6551-826.84-51	SERVICES TO OTHER PROGRAMS	162,529
601-6551-826.88-02	CONTRACTUAL AGREEMENT/ FOR CONTINGINCIES	232,184
	Sub-total Expenditures	2,717,420
	Net Change to Fund Balance	(2,717,420)
	Net Appropriation Change	**3,939,827**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

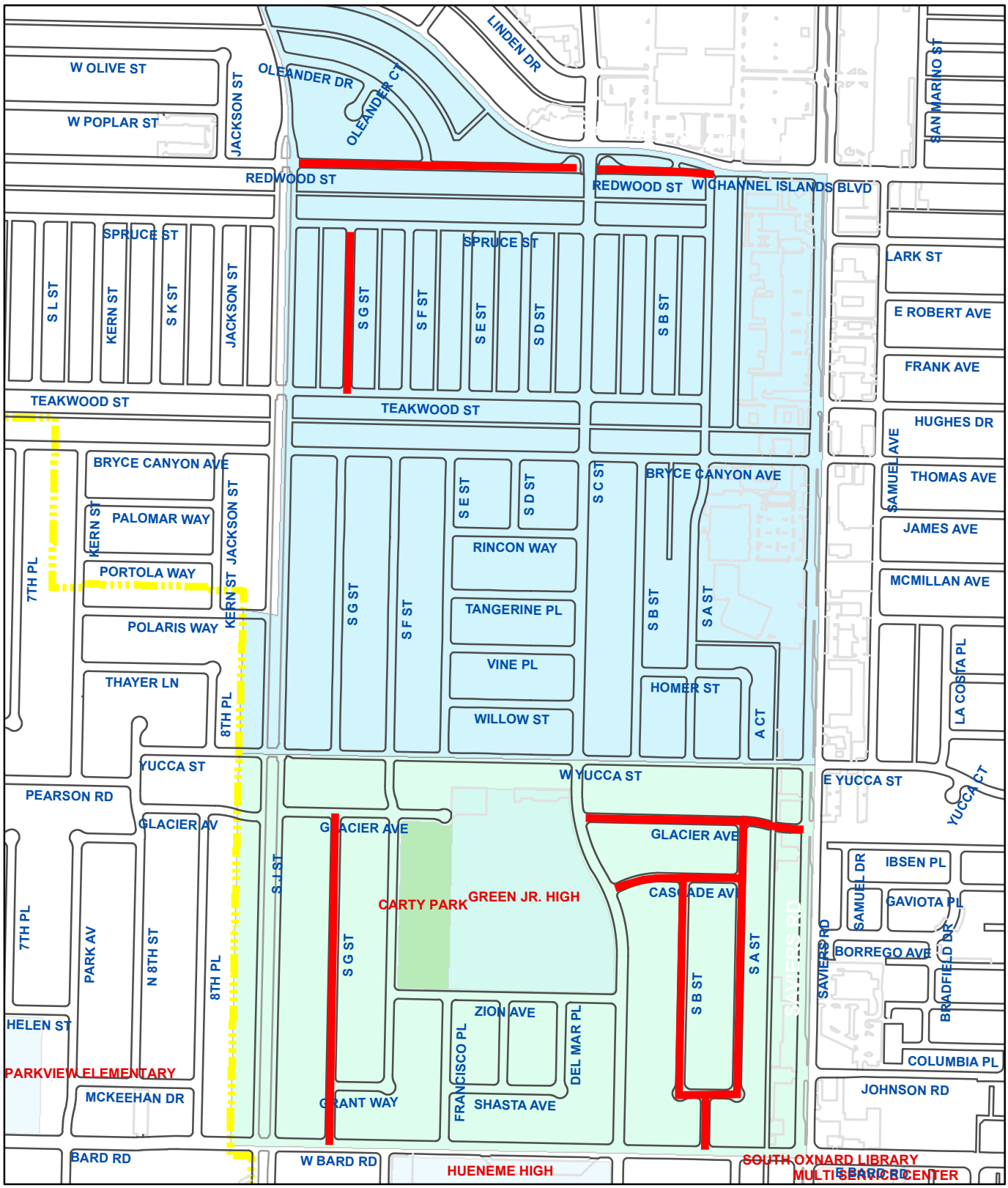
BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

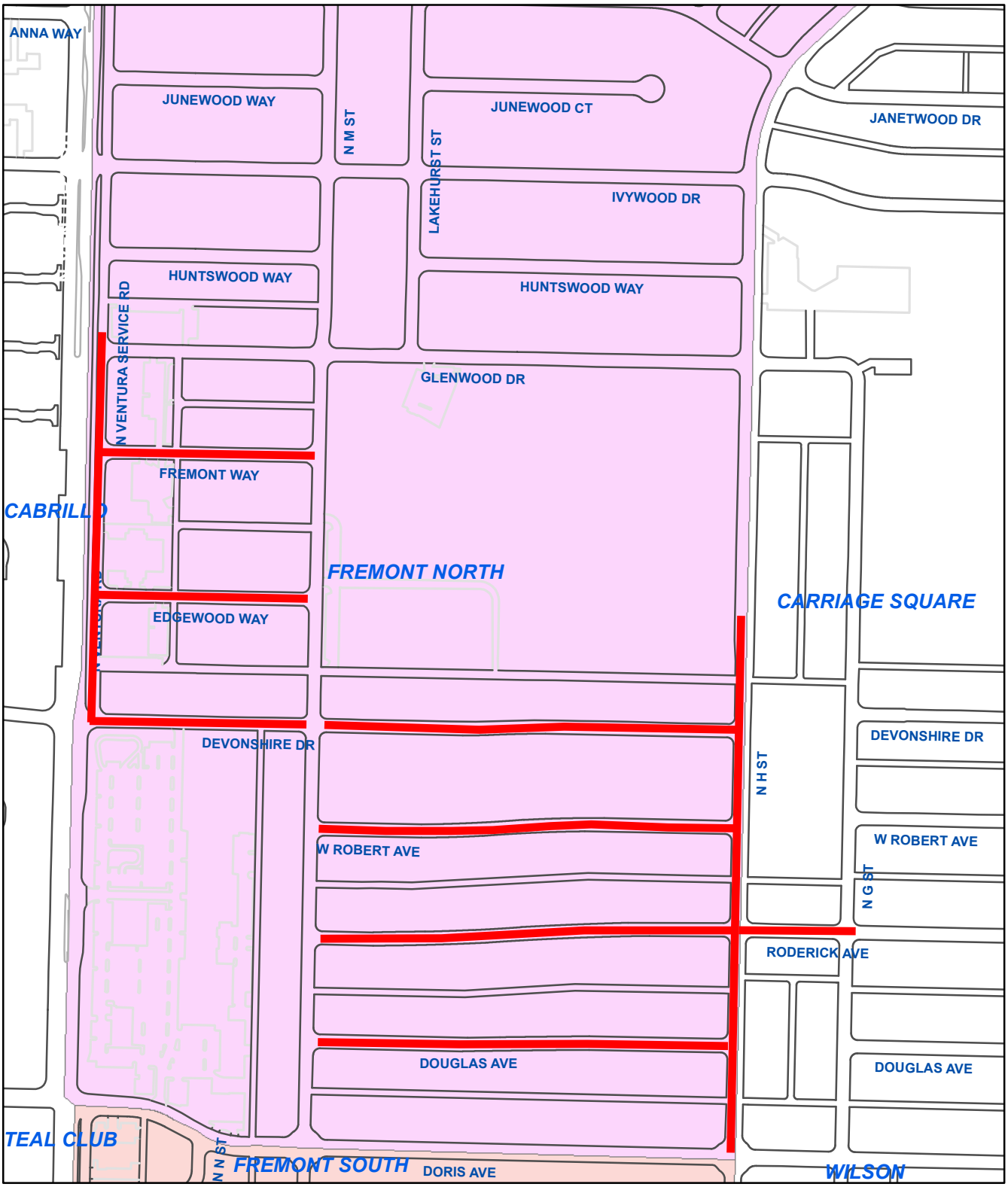
Bryce Canyon North/South Neighborhood



CAST IRON PIPE REPLACEMENT LOCATION

N
W E
S

Fremont North Neighborhood



CAST IRON PIPE REPLACEMENT LOCATION

N
W E
S

Award Agreement A-8201 to Toro Enterprises for the Cast Iron Pipe Replacement Project

Public Works and Transportation Committee
January 28, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee Recommend City Council:

1. Award and authorize the Mayor to execute Agreement A-8201 in the amount of $4,643,679 for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project PW 19-94 with Toro Enterprises, Inc.; and

2. Approve $464,368 as Project contingency and $325,058 for engineering, inspection, survey and project management for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project; and

3. Approve budget appropriation of $3,939,827 from the Water Operating Fund (601) for the Bryce Canyon North/South and Fremont North Neighborhood Water Cast Iron Pipe Replacement Project Nos 183108 and 153117 respectively.

2

BACKGROUND

- The Bryce Canyon South Resurfacing Project No. 183108 and the Fremont North Resurfacing Project No. 153117 include replacing cast iron water pipe with new PVC pipe combined with resurfacing of streets scheduled for FY 17-18.
- The project was delayed in prior years due to lack of funding.
- The projects had poor response when initially put out to bid due to contract code requirements mandating that contractors sub out no more than 50% of the work. (Paving contractors have to subcontract pipeline work and vice-versa.)

3

BACKGROUND

- To attract more competitive pricing the project was redesigned to include replacing cast iron water pipe with PVC pipe, and street resurfacing limited to the work areas.
- The remaining street resurfacing project will be put out to bid when the cast iron water pipe replacement project nears completion.

4

BACKGROUND- SCOPE OF WORK

- Replacement of 60 year old existing cast iron water pipe with PVC pipe in accordance with the Citywide cast iron pipe replacement program.
- Existing 6" to 10" cast iron waterlines will be abandoned and replaced wit approximately 17,700 feet of PVC pipeline, including replacement of 440 1-inch water services with polyethylene pipe.
- Replace 30 fire hydrants.
- Install water valve/air-vac/blow-off units.

5

BACKGROUND- SCOPE OF WORK

- Restore asphalt and concrete pavement in the work areas including traffic striping and pavement marking.
- Scheduled to begin February 2020 and complete by April 2020.
- Work closely with neighborhood councils, residents, businesses and others to inform and update all affected.

6

DISCUSSION – THE DIDDING PROCESS

- Invitation to Bid was published on October 31, 2019 with all bids due December 4, 2019.
- The lowest responsive bidder was Toro Enterprises, Inc. in the amount of $4,643,679.
- Staff researched and verified current/active status of contractors licenses, City business licenses, State of California Department of Industrial Relations (DIR) registrations, and reviewed the federal Occupational Safety and Health Administration (OSHA) website to ensure that no safety violations exist.
- Contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason to believe the contractor or any of its subcontractors are not legally responsible, trustworthy, fit and capable of satisfactorily completing the Project.

7

DISCUSSION

PROJECT COST:

Base bid plus additive items:	$4,643,679
Construction contingency (10%):	$464,368
EISPM (7%):	$325,058
Total Project Estimate:	**$5,433,105**

8

FINANCIAL IMPACT

Approval of this recommendation will appropriate $3,939,827 from the Water Operating Fund (601), as follows:

Project Number	Project Description	Available Balance	Appropriation Request	Contract Amount	Contingency	Staff Time Project Management
183108	Bryce Canyon	1,493,279	1,222,407	2,320,972	232,184	162,529
153117	Fremont	-	2,717,420	2,322,707	232,184	162,529
			$ 3,939,827	**$ 4,643,679**	**$ 464,368**	**$ 325,058**

After this appropriation request, the projected FY 2019-2020 ending unassigned fund balance of the Water Operating Fund (601) _____.

9

CITY OF OXNARD CALIFORNIA

QUESTIONS?

10