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
July 23, 2024
Regular Meeting - 8:30 to 10:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 815 0300 6284
3. Passcode: 824394

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
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 requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak 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/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the July 9, 2024 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Public Project Agreement 32500030 with ADA General Eng. Inc. for On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with ADA General Eng. Inc. for a total amount not to exceed $500,000 for a three-year term for On-call Sidewalk, Curb and Gutter, and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/qmFQWHbX0bw
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Annual Purchase Orders with Famcon Pipe & Supply, Inc and Ferguson Enterprise, LLC For Water Infrastructure Parts and Supplies. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders for the supply of water infrastructure parts and supplies for the following:

    1. Famcon Pipe & Supply, Inc. for a total not to exceed value of $3,000,000 through June 30, 2027; and
    2. Ferguson Enterprise, LLC for a total not to exceed value of $3,000,000 through June 30, 2027.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/b9-uZjbRaMQ
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Annual Purchase Orders with WEX Bank for the Fleet Fuel Card Program. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with WEX for a total not to exceed amount of $3,665,000 from September 8, 2024 through September 7, 2025, utilizing the Sourcewell contract 080620-WEX for the Fleet Fuel Card Program.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/CJAVVy4nmYY
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Agreement 32500049 with Final Details, LLC for Citywide Vehicle Mobile Washing and Detailing Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Final Details, LLC in the amount not to exceed $1,930,000 for an initial term of 14 months from September 1, 2024 to October 31, 2025, with the option for four consecutive one-year period extensions that shall not exceed a total of five years for a final term ending October 31, 2029 for citywide vehicle mobile washing.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/rexTLSkNIt0
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Outline for Future Water Workshop. (20 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee:

    1. Review and provide input on the proposed outline for a future Water Workshop with the City Council; and
    2. Recommend that the City Council hold a Water Workshop at one of the September 2024

City Council meetings

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/R9mvz_j6Vt0
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: July 23, 2024

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the July 9, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 07 09 2024 Public Works & Transportation

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
July 9, 2024

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello, Member Arthur Valenzuela, and Member John C. Zaragoza were present in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the June 25, 2024 regular meeting as presented.

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

D. REPORTS

1. Public Works Department
   SUBJECT: Sewer Main Transfer of Ownership.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to execute an Agreement and any associated documents transferring the ownership of the out-of-service Sewer Main from the City of Oxnard to the City of Port Hueneme.

Timothy Beaman, Interim Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

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

2. Public Works Department
SUBJECT: Public Project Agreement 32500024 with Oilfield Electric Company for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Oilfield Electric Company for a total amount not to exceed $1,860,000 for a three (3) year term for On-Call Electrical Maintenance and Minor Repair Services, Specification No. PW 24-100.

Timothy Beaman, Interim Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

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

3. Public Works Department
SUBJECT: Agreement 32500028 with Carollo Engineering, Inc. for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute an Agreement with Carollo Engineering, Inc. for a total amount not to exceed $200,000 for an initial one-year term from July 31, 2024, to July 30, 2025, with the option to extend for two (2) consecutive one (1) year period extensions, that shall not exceed a total of three (3) years for a final term ending July 30, 2027, for On-Call Consulting Services for Water and Recycled Water Treatment Process Support.

Timothy Beaman, Interim Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

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

4. Public Works Department
SUBJECT: Second Amendment to Agreement 9648-22-CM with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, for Elevator Inspections, Maintenance, and Repairs.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Pacific Coast Elevator Corporation, dba Amtech Elevator Services, to increase the current not to exceed amount from $200,000

to $500,000 and extend the term to August 31, 2025, for elevator inspections, maintenance, and repairs.

Steve Howlett, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 8:58 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: July 23, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500030 with ADA General Eng. Inc. for On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with ADA General Eng. Inc. for a total amount not to exceed $500,000 for a three-year term for On-call Sidewalk, Curb and Gutter, and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/qmFQWHbX0bw

BACKGROUND

The City of Oxnard has approximately 650 miles of sidewalks and 644 miles of curbs and gutters. The purpose of the grinding program is to systematically identify and mitigate any vertical sidewalk and gutter displacements (lifts). Lifts can be caused by some common factors such as age, poor or deteriorated subgrade material, deferred maintenance, and tree or vegetation roots. A total of 43,448 displacement grinds were completed on public sidewalks between the years 2020 to 2023, covering various neighborhoods, including Special District neighborhoods.

DISCUSSION

Sidewalk grinding is a common and cost-effective method to mitigate lifted sidewalks. Grinding is less expensive than the removal and replacement of concrete and can extend the life of sidewalks that otherwise might be prematurely replaced. Typically, grinding can resolve vertical lifts between a ¼ inch to 2 inches and approximately 80 percent of all the City's sidewalk lifts fall within this range. Lifts exceeding 2 inches are resolved internally by the Streets Division by replacing the sidewalk panels, or ramping with asphalt temporarily, along with addressing the cause of the lift, such as tree roots.

The Project scope consists of furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to provide on-call sidewalk, curb and gutter, and spandrel grinding services. Per the Agreement, the contractor will supply monthly reports identifying the completed grind locations and identify areas for potential additional grindings.

The notice inviting formal bids (NIFB) on the Project was published on May 16, 2024, and all bids were due

and opened on June 3, 2024. The City received the following bids:

				ADA General Engineering, Inc.	**Toro Enterprises, Inc.**
				#1	#2
Bid Item No	Description	Unit of Measure	Evaluation Quantity	Unit Price	Unit Price
1	Sidewalk Grinding	Per Linear Foot	1 LF	$76.00	$89.00
2	Curb and Gutter Grinding	Per Linear Foot	1 LF	$77.00	$87.00
3	Spandrel Grinding	Per Linear Foot	1 LF	$78.00	$87.00
			Total Base Bid Amount:	**$231.00**	**$263.00**

The lowest bidder is ADA General Eng. Inc. (ADA) and their bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from ADA. Procurement staff verified possession of required and 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). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily meeting the needs of the City. Therefore, staff recommends that the City Council award the contract for these services to ADA.

Due to the continued need for concrete grinding services, this solicitation was initiated after the cancellation of the City's previous agreement with another vendor, for non-performance-related issues. The bid results for this solicitation are higher than the previous agreement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for Agreement 32500030 with ADA shall not exceed $500,000 for on-call sidewalk, curb and gutter, and spandrel grinding services for a term of three years.
Costs for these services are included in the FY 2024-25 Adopted Budget. Funding for each task order will be provided by the individual Public Works Division's operations budget. There are no guaranteed spending amounts and the Divisions shall only fund the services that are rendered. Funding for future fiscal years will be requested in the recommended budget of each fiscal year.

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager, Philip Schwieder, Streets Division Manager

ATTACHMENTS

1. 32500030 - ADA General Eng. Inc.
2. Presentation

CITY OF OXNARD CONTRACT FOR
ON-CALL SIDEWALK, CURB AND GUTTER
AND SPANDREL GRINDING SERVICES (REBID)
SPECIFICATION NO. SD 24-101R

THIS CONTRACT ("Contract") is made and entered this 3rd day of September, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and ADA General Eng. Inc. ("Contractor"). Contractor's license number is 1091745.

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 General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed five hundred thousand dollars ($500,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. 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 Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.

7. 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.”

8. 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.

9. 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.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

☒ John C. Zaragoza, Mayor[1] Date
☐ Purchasing Manager

ADA GENERAL ENG. INC.

Arthur A. Apodaca, Jr., CEO [2] Date

Alexis Apodaca, CFO/Secretary Date

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. 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.

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.

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$2,000,000 $2,000,000 $2,000,000 $2,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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:

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)

NAMED INSURED

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		
❒ _____		
❒ _____		

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, Aoccurrence@ 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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 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:

   a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany 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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 the On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R (the "Project").

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 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 any Task related to 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 one hundred percent (100%) of the total not to exceed 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.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. 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 Sections 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)*

Note: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. 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 the On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R (the "Project").

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 one hundred percent (100%) of the total not to exceed 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, assigns, 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 for all Tasks, 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, within the Contract Term, then this obligation shall become null and void; 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 under any Task Order 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 in any Task Order. 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)*

Note: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. 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 A
RATES AND COSTS
ON-CALL SIDEWALK, CURB AND GUTTER
AND SPANDREL GRINDING SERVICES (REBID)
SPECIFICATION NO. SD 24-101R

Bidder's Name: ADA General Eng. 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, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	UNIT	DESCRIPTION	EVALUATION QUANTITY	CONTRACT UNIT PRICE
1.	Per Linear Foot	Sidewalk Grinding	1 LF	$ 76.00
2.	Per Linear Foot	Curb and Gutter Grinding	1 LF	$ 77.00
3.	Per Linear Foot	Spandrel Grinding	1 LF	$ 78.00
TOTAL OF ALL CONTRACT UNIT PRICES (BID PRICE):				$ 231.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 231.00

BID PRICE IN WORDS: two hundred and thirty one dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01		#03	
#02		#04	

Bidder's Name (Company): ADA General Eng. Inc.

Signature: _____ Title: CFO

Print: Alexis Apodaca Date: 5/31/24

Signature: _____ Title: CEO

Print: Arthur S Apodaca Date: 6/3/24

EXHIBIT B
SPECIAL PROVISIONS
ON-CALL SIDEWALK, CURB AND GUTTER
AND SPANDREL GRINDING SERVICES (REBID)
SPECIFICATION NO. SD 24-101R

1000-1 SCOPE AND DESCRIPTION OF WORK

The Contractor shall furnish all necessary labor, materials, tools & equipment, work signs, cones and/or traffic control equipment and other incidentals and appurtenant Work to provide and perform portland cement concrete sidewalk, curb and gutter and spandrel grinding services on an on-call basis as requested through Task Order. Work locations for this project will include public streets within the City of Oxnard's city limits. The City will provide the location to be repaired and each Task Order may consist of various repair locations. No work is to be performed prior to a Task Order being issued. Work above and beyond initial estimates must be approved by the Project Manager prior to execution.

The scope of Work shall include, but not be limited to:

1. Contractor shall grind sidewalk with a minimum vertical displacement of ½" and a maximum vertical displacement of up to 2" at various locations throughout the City.

2. Contractor shall perform grinding of sidewalks, curb, gutters, and spandrels at locations which have a maximum vertical displacement of up to 2". Locations which have vertical displacements in excess of 2" shall be noted and no grinding will be permitted. Prior to grinding any sidewalk locations, an estimate of the total linear feet to be ground must be provided to the City's Project Manager. Vendor shall not grind City's displacements that are parallel to the sidewalk without prior approval of the City's Project Manager. Grinding of curbs, gutters and spandrels will be measured by the linear foot (LF). Gutter flowline channeling shall be 2" in width with a variable depth of up to 4" depending upon field conditions. The channel shall be constructed adjacent to the existing curb face. No water shall be used in the channeling process.

3. Contractor shall perform grinding with a dry-cutting scarifier machine. Contractor shall ensure that the sidewalk surface on both sides of the transverse joint or crack has essentially the same texture (as determined by the City's Project Manager) and does not vary from a true plane enough to permit a 0.3 cm shim 10 cm wide to pass under a straightedge laid on the finished surface parallel with the centerline. Contractor shall also ensure that the transverse slope of finished surface shall also be uniform. The sidewalk being ground down should be maintained at 2% or less cross-slope and 5% or less for a running slope.

4. The finished grinding shall be rectangular in shape without stray grinding marks. The adjacent concrete shall remain untouched by the grinding process. Width of the grind shall extend the entire width of the sidewalk.

5. Contractor shall not smooth or polish ground services and shall ensure these ground surfaces have a coefficient of friction of not less than 0.30, as determined by California

Test 342.

6. Contractor shall pick up residue from grinding operations by means of a vacuum attachment to its equipment, which shall not be allowed to flow across the sidewalk or be left on the surface or surrounding landscape of the sidewalk. Contractor shall properly dispose of residue away from the job site and in accordance with City Project Manager's requirements and applicable laws and regulations.

7. Contractor shall ensure that the noise level created by the combined grinding operation shall not exceed 86 dba at a distance of 50' at right angles to the direction of travel.

8. Contractor shall supply work reports with each invoice in Excel spreadsheet format in both print and electronic version, identifying street names and locations where Work has taken place, and under which Task Order the Work was requested. The City will provide a template for reporting for the Contractor to use. Contractor shall also identify and provide photographs in the report any locations where it recommends additional Work may be needed.

1000-2 PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order shall include all materials, labor, and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

The unit cost of each item shall include all costs associated with the Work. Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

Public Project Agreement 32500030 with ADA General Eng. Inc. for On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R

Public Works and Transportation Committee
July 23,2024

Anthony Miller
Special Districts Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with ADA General Eng. Inc. for a total amount not to exceed $500,000 for a three-year term for On-call Sidewalk, Curb and Gutter, and Spandrel Grinding Services (Rebid), Specification No. SD 24-101R.

BACKGROUND

- The City of Oxnard has approximately 650 miles of sidewalks and 644 miles of curbs and gutters
- The purpose of the grinding program is to systematically identify and mitigate any vertical sidewalk and gutter displacements (lifts)
- Lifts can be caused by some common factors such as age, poor or deteriorated subgrade material, deferred maintenance, and tree or vegetation roots
- A total of 43,448 displacement grinds were completed on public sidewalks between the years 2020 to 2023, covering various neighborhoods, including Special District neighborhoods

DISCUSSION

- Sidewalk grinding is a common and cost-effective method to mitigate lifted sidewalks
- Grinding is less expensive than the removal and replacement of concrete and can extend the life of sidewalks that otherwise might be prematurely replaced

DISCUSSION

- Typically, grinding can resolve vertical lifts between a ¼ inch to 2 inches and approximately 80 percent of all the City's sidewalk lifts fall within this range

- Lifts exceeding 2 inches are resolved internally by the Streets Division by replacing the sidewalk panels, or ramping with asphalt temporarily, along with addressing the cause of the lift, such as tree roots

DISCUSSION

- The Project scope consists of furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to provide on-call sidewalk, curb and gutter, and spandrel grinding services
- Per the Agreement, the contractor will supply monthly reports identifying the completed grind locations and identify areas for potential additional grindings

DISCUSSION

- The notice inviting formal bids (NIFB) on the Project was published on May 16, 2024, and all bids were due and opened on June 3, 2024
- The City received the following bids:

				ADA General Engineering, Inc.	**Toro Enterprises, Inc.**
				#1	#2
Bid Item No	Description	Unit of Measure	Evaluation Quantity	Unit Price	Unit Price
1	Sidewalk Grinding	Per Linear Foot	1 LF	$76.00	$89.00
2	Curb and Gutter Grinding	Per Linear Foot	1 LF	$77.00	$87.00
3	Spandrel Grinding	Per Linear Foot	1 LF	$78.00	$87.00
			Total Base Bid Amount:	**$231.00**	**$263.00**

DISCUSSION

- The lowest bidder is ADA General Eng. Inc. (ADA) and their bid is responsive to the City's NIFB
- Following this determination, procurement staff reviewed all documentation received from ADA
- Procurement staff verified possession of required and 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)

DISCUSSION

- Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily meeting the needs of the City
- Therefore, staff recommends that the City Council award the contract for these services to ADA

DISCUSSION

- Due to the continued need for concrete grinding services, this solicitation was initiated after the cancellation of the City's previous agreement with another vendor, for non-performance-related issues
- The bid results for this solicitation are higher than the previous agreement

FINANCIAL IMPACT

- The total cost for Agreement 32500030 with ADA shall not exceed $500,000 for on-call sidewalk, curb and gutter, and spandrel grinding services for a term of three years
- Costs for these services are included in the City Council-approved Adopted Budget for FY 2024-25
- Funding for each task order will be provided by the individual Public Works Division's operations budget
- There are no guaranteed spending amounts and the Divisions shall only fund the services that are rendered

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: July 23, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Annual Purchase Orders with Famcon Pipe & Supply, Inc and Ferguson Enterprise, LLC For Water Infrastructure Parts and Supplies. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders for the supply of water infrastructure parts and supplies for the following:

1. Famcon Pipe & Supply, Inc. for a total not to exceed value of $3,000,000 through June 30, 2027; and
2. Ferguson Enterprise, LLC for a total not to exceed value of $3,000,000 through June 30, 2027.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/b9-uZjbRaMQ

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water to City customers. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City water system includes 10 water wells, five turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one turnout from the Calleguas Municipal Water District's water system, one desalter facility, six blending stations, over 500 miles of transmission and potable distribution pipelines, and over 43,000 existing meters.

The ability to purchase water infrastructure parts and supplies to repair and replace the water infrastructure during regular preventative maintenance programs and emergency repairs is critical for public health and safety.

Each fiscal year, departments and divisions require a quick and efficient method to procure goods required to accomplish their mission. As allowed by the City's Purchasing Policy, a Blanket Purchase Order (BPO) is an agreement established with a vendor to fill repetitive needs for goods such as water infrastructure parts and supplies. The BPO utilizes the City's full buying power by taking advantage of quantity discounts, while also saving administrative time and reduced paperwork. BPOs are typically executed with a not to exceed of $200,000 which is within the City Manager's authority per the Purchasing Policy.

DISCUSSION

On May 8, 2024, the City issued a Request for Bid (RFB) PW 24-98R to solicit bids from vendors for water infrastructure parts and supplies. The RFB was posted on the City's website and PublicPurchase.com. Three vendors submitted bids by the closing date of May 30, 2024.

The City received a total of three submissions:

1. Core & Main, LP
2. Famcon Pipe & Supply, Inc.
3. Ferguson Enterprise, LLC

Staff recommends multiple vendors to ensure the availability of parts and equipment. In recent years there have been supply chain issues with materials, parts, and equipment. Staff also recommends multiple-year BPOs to reduce administrative work.

Upon a full evaluation of the submitted bids by the City's Purchasing Division, Famcon Pipe & Supply, Inc. and Ferguson Enterprise, LLC meet all required City provisions to establish annual BPOs. Based upon the available information, storefront availability, historical spending for each vendor and research performed to date, staff believes that these vendors are capable of satisfactorily meeting the needs of the City.

This bid solicitation was developed by the City's Water Division with the intent that the BPOs would be available for all other City Departments to utilize.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost of the purchase orders with Famcon Pipe & Supply and Ferguson Waterworks shall not exceed $3,000,000 each for as-needed water infrastructure parts and supplies from July 1, 2024, through June 30, 2027. The funding for these purchases has been programmed in the City Council-approved Budget for Fiscal Year 2024-25 from each department as outlined in the tables below. Subsequent year allocations will be requested during the annual budget process.

Estimated Spending Plan for Famcon Pipe & Supply, Inc					
Division	Account	FY 24-25	FY 25-26	FY 26-27	TOTAL
Water Operations	6013600-52400	$700,000	$750,000	$800,000	$2,250,000
Recycled Water	6013605-52400	$42,000	$53,000	$63,000	$158,000
Water Security/ Contamination	6083607-52400	$96,900	$106,500	$121,500	$324,900

Wastewater Collections	6113613-52400	$5,000	$10,000	$15,000	$30,000
Wastewater Treatment	6113614-52400	$5,000	$10,000	$15,000	$30,000
Wastewater Maintenance	6113615-52400	$40,000	$50,000	$60,000	$150,000
Facilities Maintenance	7353740-52400	$5,000	$10,000	$13,000	$28,000
Parks Maintenance	1013301-52400	$3,000	$3,000	$3,000	$9,000
Parks Maintenance-Measure O	1043301-52400-M1307	$500	$500	$500	$1,500
Traffic Engineering	1013102-52400	$1,600	$2,000	$2,000	$5,600
Street Maintenance	1013401-52400	$1,000	$5,000	$7,000	$13,000
	TOTAL	$900,000	$1,000,000	$1,100,000	$3,000,000

Estimated Spending Plan for Ferguson Waterworks

Division	Account	FY 24-25	FY 25-26	FY 26-27	TOTAL
Water Operations	6013600-52400	$700,000	$750,000	$800,000	$2,250,000
Recycled Water	6013605-52400	$19,000	$29,000	$39,000	$87,000
Water Security/ Contamination	6083607-52400	$90,000	$110,000	$126,000	$326,000
Wastewater Collections	6113613-52400	$2,500	$3,000	$5,000	$10,500
Wastewater Maintenance	6113615-52110	$15,000	$18,000	$20,000	$53,000
Wastewater Maintenance	6113615-52400	$30,000	$35,000	$40,000	$105,000
Facilities Maintenance	7353740-52400	$15,000	$20,000	$25,000	$60,000
Parks Maintenance	1013301-52400	$10,000	$10,000	$10,000	$30,000
Fire Suppression	1012501-55010	$1,000	$3,000	$5,000	$9,000
Assessment District CFD5	60503801-52400	$2,500	$3,000	$5,000	$10,500
Assessment District CFD4	60403801-52400	$2,500	$3,000	$5,000	$10,500
Assessment District CFD2	60203801-52400	$2,500	$3,000	$5,000	$10,500

Assessment District Admin	20003801-52400	$10,000	$13,000	$15,000	$38,000
	TOTAL	$900,000	$1,000,000	$1,100,000	$3,000,000

Prepared by: Timothy Beaman, Interim Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. RFB PW24-98R Bid Sheets
2. Presentation

VENDOR NAME: Famcon Pipe and Supply

DATE:5/30/24

WATER INFRASTRUCTURE SUPPLIES AND PARTS

Bidders may propose like-items of a different make or model if specific makes and/or models are called by the City in the bid table below
All items proposed by bidders shall be of approved equivalent, fit, form and function as items listed by the City in this bid table

	ITEM	ITEM MODEL AND/OR PART #	Proposed Equivalent Item/Item Number	UNIT PRICE QTY 1	BULK DISCOUNT AVAILABLE? IF YES, QUALIFYING QTY AND % OFF		IN STOCK FOR SAME DAY PICK UP/DELIVERY? Y/N	IF NOT IN STOCK, AVAILABLE WITH IN 48 HOURS? Y/N	IF NOT IN STOCK, EXPECTED LEAD TIME
1	2" 4" X 2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	$133.50	QTY N/A	% OFF	YES	NO	22 WEEKS
2	2" 4" X 2" Stainless Strap Saddle CC	Jones or Approved Equivalent	Ford 202BS	$149.80	QTY N/A	% OFF	YES	NO	22 WEEKS
3	2" 4" X 2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	$133.50	QTY N/A	% OFF	YES	NO	22 WEEKS
4	1 1/2"4" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	$122.60	QTY N/A	% OFF	YES	NO	22 WEEKS
5	1 1/2"4" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	$122.60	QTY N/A	% OFF	YES	NO	22 WEEKS
6	1 1/2"6" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	$141.60	QTY N/A	% OFF	YES	NO	22 WEEKS
7	1 1/2"6" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	$141.60	QTY N/A	% OFF	YES	NO	22 WEEKS
8	1 1/2"8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	$161.40	QTY N/A	% OFF	YES	NO	22 WEEKS
9	1 1/2"8" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent	Ford 202BS	$190.60	QTY N/A	% OFF	YES	NO	22 WEEKS
10	1 1/2"8" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	$161.40	QTY N/A	% OFF	YES	NO	22 WEEKS
11	1 1/2"8" X 1 1/2" Stainless Steel Strap IPS	Jones or Approved Equivalent	Ford 202BS	$190.60	QTY N/A	% OFF	YES	NO	22 WEEKS
12	1 1/2"10" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	Ford 202B	$208.55	QTY N/A	% OFF	YES	NO	22 WEEKS
13	1 1/2"10" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent	Ford 202BS	$246.35	QTY N/A	% OFF	YES	NO	22 WEEKS
14	1 1/2"10" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	$208.55	QTY N/A	% OFF	YES	NO	22 WEEKS
15	1 1/2"10" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent	Ford 202BS	$246.35	QTY N/A	% OFF	YES	NO	22 WEEKS
16	1 1/2"12" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	Ford 202B	$250.70	QTY N/A	% OFF	YES	NO	22 WEEKS
17	1 1/2"12" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent	Ford 202BS	$281.25	QTY N/A	% OFF	YES	NO	22 WEEKS
18	4" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	KINGER JHZ45XQ	$610.53	QTY N/A	% OFF	YES	NO	2-3 WEEKS
19	6" Resilient Seat Gate Valves - MJ x MJ	Mueller or Approved Equivalent	KINGER JHZ35XQ	$785.93	QTY N/A	% OFF	YES	NO	2-3 WEEKS
20	6" Resilient Seat Gate Valves - MJ x Flange	Mueller or Approved Equivalent	KINGER JH004X	$785.93	QTY N/A	% OFF	YES	NO	2-3 WEEKS
21	8" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	KINGER JHZ45XQ	$1,275.38	QTY N/A	% OFF	YES	NO	2-3 WEEKS
22	6" Valve	Mueller or Approved Equivalent	KINGER JHZ45XQ	$816.15	QTY N/A	% OFF	YES	NO	2-3 WEEKS
23	8" Valve	Mueller or Approved Equivalent	KINGER JH004X	$1,228.13	QTY N/A	% OFF	YES	NO	2-3 WEEKS
24	Jones (J4040) Fire Hydrant	J4065		$3,380.00	QTY N/A	% OFF	YES	NO	25-35 WORKING DAYS
25	Jones (J4065) Fire Hydrant	J4040		$2,225.00	QTY N/A	% OFF	YES	NO	25-35 WORKING DAYS
26	Check Valve NSHYD Hydra Guard			$2,499.00	QTY N/A	% OFF	YES	YES	1 WEEK
27	Saddles for 6" PVC Pipe with 1" Tap CTS		Ford 202BS	$146.25	QTY N/A	% OFF	YES	NO	22 WEEKS
28	Saddles for 8" PVC Pipe with 1" Tap CTS		Ford 202BS	$181.05	QTY N/A	% OFF	YES	NO	22 WEEKS
29	Saddles for 10" PVC Pipe with 1" Tap CTS		Ford 202BS	$224.30	QTY N/A	% OFF	YES	NO	22 WEEKS
30	Saddles for 12" PVC Pipe with 1" Tap CTS		Ford 202BS	$249.50	QTY N/A	% OFF	YES	NO	22 WEEKS
31	30" wide, 17" long Composite Meter Box and Lid (FL 36)	Old Castle or Approved Equivalent		$320.00	QTY N/A	% OFF	YES	NO	1-2 WEEKS
32	24" wide, 13" long Composite Meter Box and Lid (FL 30)	Old Castle or Approved Equivalent		$486.00	QTY N/A	% OFF	YES	NO	1-2 WEEKS
33	1 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent		$640.65	QTY N/A	% OFF	YES	YES	2 DAYS
34	2 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent		$1,243.95	QTY N/A	% OFF	YES	YES	2 DAYS
35	4 inch Double Check Detector Assembly (DCDA)	Wilkins 350ADA or Approved Equivalent		$3,170.00	QTY N/A	% OFF	YES	YES	2 DAYS
			Delivery Charge	$0.00					
			Other Costs (List)	0					
			Total Bid Amount	23358.7					
	General Percentage Discount Price (off list price) for items not shown				General Discount %		Bulk Discount %		
					% OFF N/A		% OFF N/A		

Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

VENDOR NAME: FERGUSON WATERWORKS

DATE:5/29/24

WATER INFRASTRUCTURE SUPPLIES AND PARTS

Bidders may propose like-items of a different make or model if specific makes and/or models are called by the City in the bid table below
All items proposed by bidders shall be of approved equivalent, fit, form and function as items listed by the City in this bid table

	ITEM	ITEM MODEL AND/OR PART #	Proposed Equivalent Item/Item Number	UNIT PRICE QTY 1	BULK DISCOUNT AVAILABLE? IF YES, QUALIFYING QTY AND % OFF		IN STOCK FOR SAME DAY PICK UP/DELIVERY? Y/N	IF NOT IN STOCK, AVAILABLE WITH IN 48 HOURS? Y/N	IF NOT IN STOCK, EXPECTED LEAD TIME
1	2" 4" X 2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 157.01	QTY	% OFF			10-12 Weeks
2	2" 4" X 2" Stainless Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 172.73	QTY	% OFF			10-12 Weeks
3	2" 4" X 2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 172.73	QTY	% OFF	YES		
4	1 1/2"4" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 144.17	QTY	% OFF			10-12 Weeks
5	1 1/2"4" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 144.17	QTY	% OFF			10-12 Weeks
6	1 1/2"6" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 166.45	QTY	% OFF			10-12 Weeks
7	1 1/2"6" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 166.45	QTY	% OFF			10-12 Weeks
8	1 1/2"8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 189.71	QTY	% OFF			10-12 Weeks
9	1 1/2"8" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 219.78	QTY	% OFF			10-12 Weeks
10	1 1/2"8" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 189.71	QTY	% OFF			10-12 Weeks
11	1 1/2"8" X 1 1/2" Stainless Steel Strap IPS	Jones or Approved Equivalent	JONES	$ 219.78	QTY	% OFF			10-12 Weeks
12	1 1/2"10" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 245.20	QTY	% OFF			10-12 Weeks
13	1 1/2"10" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent	JONES	$ 270.22	QTY	% OFF			10-12 Weeks
14	1 1/2"10" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 245.20	QTY	% OFF			10-12 Weeks
15	1 1/2"10" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 284.07	QTY	% OFF			10-12 Weeks
16	1 1/2"12" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 294.81	QTY	% OFF			10-12 Weeks
17	1 1/2"12" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent	JONES	$ 324.32	QTY	% OFF			10-12 Weeks
18	4" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	MUELLER	$ 696.00	QTY	% OFF	YES		
19	6" Resilient Seat Gate Valves - MJ x MJ	Mueller or Approved Equivalent	MUELLER	$ 895.96	QTY	% OFF	YES		
20	6" Resilient Seat Gate Valves - MJ x Flange	Mueller or Approved Equivalent	MUELLER	$ 895.96	QTY	% OFF	YES		
21	8" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent	MUELLER	$ 1,453.93	QTY	% OFF	YES		
22	6" Valve FLG X FLG	Mueller or Approved Equivalent	MUELLER	$ 930.41	QTY	% OFF	YES		
23	8" Valve MJ X FLG	Mueller or Approved Equivalent	MUELLER	$ 1,400.06	QTY	% OFF	YES		
24	Jones (J4040) Fire Hydrant	J4040	JONES	$ 2,740.00	QTY	% OFF	YES		
25	Jones (J4065) Fire Hydrant	J4065	JONES	$ 4,180.00	QTY	% OFF	YES		
26	Check Valve NSHYD Hydra Guard	HG1	HYDRANT GUARD	$ 2,365.00	QTY	% OFF		YES	
27	Saddles for 6" PVC Pipe with 1" Tap CTS		JONES	$ 168.65	QTY	% OFF	YES		
28	Saddles for 8" PVC Pipe with 1" Tap CTS		JONES	$ 208.75	QTY	% OFF	YES		
29	Saddles for 10" PVC Pipe with 1" Tap CTS		JONES	$ 258.63	QTY	% OFF	YES		
30	Saddles for 12" PVC Pipe with 1" Tap CTS		JONES	$ 287.53	QTY	% OFF	YES		
31	30" wide, 17" long Composite Meter Box and Lid (FL 36)	Old Castle or Approved Equivalent	OLD CASTLE	$ 496.55	QTY	% OFF			4-6 Weeks
32	24" wide, 13" long Composite Meter Box and Lid (FL 30)	Old Castle or Approved Equivalent	OLD CASTLE	$ 326.35	QTY	% OFF			4-6 Weeks
33	1 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent	WILKINS	$ 629.55	QTY	% OFF		YES	
34	2 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent	WILKINS	$ 1,225.00	QTY	% OFF		YES	
35	4 inch Double Check Detector Assembly (DCDA)	Wilkins 350ADA or Approved Equivalent	WILKINS	$ 3,110.00	QTY	% OFF		YES	
			Delivery Charge	$ -					
			Other Costs (List)	$ -					
			Total Bid Amount	$ 25,874.84					

General Percentage Discount Price (off list price) for items not shown	General Discount %	Bulk Discount %
	0% OFF	0% OFF

Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

VENDOR NAME: Core & Main, LP

DATE: May 29, 2024

WATER INFRASTRUCTURE SUPPLIES AND PARTS

Bidders may propose like-items of a different make or model if specific makes and/or models are called by the City in the bid table below
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	ITEM	ITEM MODEL AND/OR PART #	Proposed Equivalent Item/Item Number	UNIT PRICE QTY 1	BULK DISCOUNT AVAILABLE? IF YES, QUALIFYING QTY	% OFF	IN STOCK FOR SAME DAY PICK UP/DELIVERY? Y/N	IF NOT IN STOCK, AVAILABLE WITH IN 48 HOURS? Y/N	IF NOT IN STOCK, EXPECTED LEAD TIME
1	2" 4" X 2" Double Strap Saddle CC	Jones or Approved Equivalent		$160.28	QTY 15+	4% OFF	N	N	
2	2" 4" X 2" Stainless Strap Saddle CC	Jones or Approved Equivalent		$176.32	15+	4% off	N	N	
3	2" 4" X 2" Double Strap Saddle IPS	Jones or Approved Equivalent		$160.28	15+	4% off	N	N	
4	1 1/2"4" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		$147.18	15+	4% off	N	N	
5	1 1/2"4" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		$147.23	15+	4% off	N	N	
6	1 1/2"6" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		$169.91	15+	4% off	N	N	
7	1 1/2"6" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		$169.91	15+	4% off	N	N	
8	1 1/2"8" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		$193.66	15+	4% off	N	N	
9	1 1/2"8" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent		$224.36	15+	4% off	N	N	
10	1 1/2"8" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		$193.66	15+	4% off	N	N	
11	1 1/2"8" X 1 1/2" Stainless Steel Strap IPS	Jones or Approved Equivalent		$224.36	15+	4% off	N	N	
12	1 1/2"10" X 1 1/2" Double Strap Saddle CC	Jones or Approved Equivalent		$250.31	15+	4% off	N	N	
13	1 1/2"10" X 1 1/2" Stainless Strap Saddle CC	Jones or Approved Equivalent		$289.98	15+	4% off	N	N	
14	1 1/2"10" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		$289.98	15+	4% off	N	N	
15	1 1/2"10" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent		$300.95	15+	4% off	N	N	
16	1 1/2"12" X 1 1/2" Double Strap Saddle IPS	Jones or Approved Equivalent		$300.95	15+	4% off	N	N	
17	1 1/2"12" X 1 1/2" Stainless Strap Saddle IPS	Jones or Approved Equivalent		$331.07	15+	4% off	N	N	
18	4" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent		$668.27	15+	4% off	N	N	
19	6" Resilient Seat Gate Valves - MJ x MJ	Mueller or Approved Equivalent		$860.25	15+	4%off	N	N	
20	6" Resilient Seat Gate Valves - MJ x Flange	Mueller or Approved Equivalent		$860.25	15+	4% off	N	N	
21	8" Resilient Seat Gate Valves - Flange x Flange	Mueller or Approved Equivalent		$1,395.99	15+	4% off	N	N	
22	6" Valve	Mueller or Approved Equivalent		$893.33	15+	4% off	N	N	
23	8" Valve	Mueller or Approved Equivalent		$1,395.99	15+	4% off	N	N	
24	Jones (J4040) Fire Hydrant	J4065		$4,006.85	10+	2% off	N	N	
25	Jones (J4065) Fire Hydrant	J4040		$2,622.93	10+	2% off	N	N	
26	Check Valve NSHYD Hydra Guard			$2,329.55	10+	2% off	N	N	
27	Saddles for 6" PVC Pipe with 1" Tap CTS			$172.16	15+	3% off	N	N	
28	Saddles for 8" PVC Pipe with 1" Tap CTS			$213.10	15+	3% off	N	N	
29	Saddles for 10" PVC Pipe with 1" Tap CTS			$264.02	15+	3% off	N	N	
30	Saddles for 12" PVC Pipe with 1" Tap CTS			$293.52	15+	3% off	N	N	
31	30" wide, 17" long Composite Meter Box and Lid (FL 36)	Old Castle or Approved Equivalent		NA	QTY	% OFF	N	N	
32	24" wide, 13" long Composite Meter Box and Lid (FL 30)	Old Castle or Approved Equivalent		NA	QTY	% OFF	N	N	
33	1 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent		$647.78	10+	2% off	N	N	
34	2 inch Reduce Pressure Principal Device (RP)	Wilkins 975 XL2 or Approved Equivalent		$1,257.78	10+	2% off	N	N	
35	4 inch Double Check Detector Assembly (DCDA)	Wilkins 350ADA or Approved Equivalent		$3,205.56	10+	2% off	N	N	
	****LEAD TIMES CURRENTLY DEPEND UPON STOCK, MANUF AND QUANTITIES			INC					
	Other Costs (List)			INC					
	Total Bid Amount			$25,382.05					

General Percentage Discount Price (off list price) for items not shown	General Discount %	Bulk Discount %
	10 % OFF	5% OFF

Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

Annual Purchase Orders with Famcon Pipe & Supply, Inc and Ferguson Enterprise, LLC For Water Infrastructure Parts and Supplies

Public Works and Transportation Committee
July 23, 2024

City Council
September 3, 2024

Tim Beaman
Interim Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

Recommendation

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommends that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders for the supply of water infrastructure parts and supplies for the following:

1. Famcon Pipe & Supply, Inc. for a total not to exceed value of $3,000,000 through June 30, 2027; and
2. Ferguson Enterprise, LLC for a total not to exceed value of $3,000,000 through June 30, 2027.

Recommendation

FOR CITY COUNCIL:

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders for the supply of water infrastructure parts and supplies for the following:

1. Famcon Pipe & Supply, Inc. for a total not to exceed value of $3,000,000 through June 30, 2027; and
2. Ferguson Enterprise, LLC for a total not to exceed value of $3,000,000 through June 30, 2027.

BACKGROUND

- The City of Oxnard Water Division delivers over 20 million gallons per day of safe and reliable potable water to customers

- City uses annual purchase orders to expedite procurement of parts and supplies for system maintenance and repairs

- Adequate repair parts and supplies are a critical component for public health and safety and are needed to ensure uninterrupted operations

BACKGROUND

- Ability to purchase water infrastructure parts and supplies to repair and replace the water infrastructure during regular preventative maintenance programs and emergency repairs is critical for public health and safety

- Each fiscal year, departments and divisions require a quick and efficient method to procure goods required to accomplish their mission.

- As allowed by the City's Purchasing Policy, a Blanket Purchase Order (BPO) is an agreement established with a vendor to fill repetitive needs for goods such as water infrastructure parts and supplies.

DISCUSSION

- The City's Purchasing Department, on behalf of the Water Division, issued a Request for Bid (RFB) PW 24-98R to solicit pricing from vendors for water infrastructure parts and supplies on May 8, 2024 and bid submissions were due May 30, 2024

- The City received a total of three (3) submissions:
  1. Core & Main, LP
  2. Famcon Pipe & Supply, Inc
  3. Ferguson Enterprise, LLC

- The solicitation was developed by the City's Water Division with the intent for all City Departments to utilize the selected vendors

- Staff recommends multiple vendors to ensure the availability of parts and equipment. In recent years there have been supply chain issues with materials, parts, and equipment.

FINANCIAL IMPACT

- Total cost of the purchase orders with Famcon Pipe & Supply and Ferguson Waterworks shall not exceed $3,000,000 each for Water Infrastructure Parts and Supplies from July 1, 2024, through June 30, 2027

- Funding for these purchases has been programmed in the City Council-approved Budget for Fiscal Year 2024-25 from each department

- Subsequent year allocations will be requested during the annual budget process

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: July 23, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Annual Purchase Orders with WEX Bank for the Fleet Fuel Card Program. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with WEX for a total not to exceed amount of $3,665,000 from September 8, 2024 through September 7, 2025, utilizing the Sourcewell contract 080620-WEX for the Fleet Fuel Card Program.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/CJAVVy4nmYY

BACKGROUND

The Fleet Services Division of the Public Works Department manages, maintains and repairs the City's 964 fleet vehicles and equipment valued at over $54 million. Fleet Services is responsible for the maintenance and repairs of vehicles as well as the oversight of fuel and the fuel card program. The City's fleet vehicles utilize the following fuels: unleaded, ethanol fuel blend gasoline (E85), diesel fuel (including clear, renewable and red dye diesel), diesel exhaust fluid (DEF), Compressed Natural Gas (CNG), and propane. Fuel is purchased through the WEX Bank fleet card program. The table below summarizes fuel usage for FY 2022-23 by Division.

Division	FY 2022-23 Fuel Purchased	Percent
Environmental Resources	$1,862,473	59.36%
Police	$689,446	21.97%
Fire	$36,963	1.18%
Parks & Facilities	$166,752	5.31%
Water	$139,956	4.46%
Streets	$79,378	2.53%
Other	$162,484	5.18%
Total	**$3,137,452**	**100%**

The above data was obtained from the WEX fuel card transactions from all City departments and divisions.

DISCUSSION

The City has been using the WEX Government Fleet Card Program for the past five years which allows WEX fuel card holders to purchase gas at authorized fueling locations. The program allows for the purchase of unleaded, ethanol fuel blend gasoline (E85), diesel fuel (including clear, renewable and red dye diesel), diesel exhaust fluid (DEF), Compressed Natural Gas (CNG), propane, and car washes. The WEX fleet card program is a separate vendor from the recently approved agreement with Dion & Sons, Inc., for the delivery of bulk fuel approved by City Council on June 27, 2024.

WEX offers a network that includes acceptance at a high percentage of retail fuel locations and provides the ability to control field fuel purchases. The following are some of the accepting fuel sites in Oxnard: Chevron, ExxonMobil, Union 76, Arco, USA, Shell, SC Fuels, Mac Valley Oil, Sinclair, 7-Eleven and Circle K. The card is also accepted at the Southern California Gas Company-Oxnard Base for purchasing CNG. The vast number of locations allows for staff to conveniently fuel vehicles, reducing travel time and miles. Fueling locally within City limits is encouraged for all WEX fuel card holders for tax purposes.

WEX's fuel card program has increased operational efficiency and administrative burdens by providing greater oversight of the fuel program as a whole and offering a web-based client portal that delivers comprehensive information and analysis tools compared to the previous vendors. A suite of control and alert tools allows staff to know where, when, what, and how much is being spent as well as fuel grade, cost per gallon, and sales tax for every purchase allowing for better security and better accounting. Features include a pump shut-off feature, type and amount control limits, real-time alerts, and a number of standard and custom reports. These benefits and features promote cost savings in addition to a quarterly revenue share “rebate” based on the City’s monthly retail transactions. Last fiscal year, this “rebate” averaged $2,500 per month.

City Purchasing Policy allows for the use of governmental-cooperative contracts for the purchase of goods, equipment and contractual services when the contract has been competitively bid and awarded in accordance with local, State, and Federal laws that govern public procurement. WEX holds a cooperative contract with Sourcewell for fleet fuel cards. Sourcewell offers government agencies a cooperative purchasing program that provides competitively solicited cooperative contracts.

Sourcewell awarded WEX Bank Contract No. 080620-WEX for Fleet Payment Solutions with Related Services. Sourcewell posted the Request for Proposal on June 18, 2020, and recommended the award to WEX Bank on August 24, 2020. The contract was set to expire September 7, 2024, but has been extended for another year through September 7, 2025.

The City’s Purchase Orders with WEX coincide with the Sourcewell Contract 080620-WEX, expiring on September 7, 2025. The City continues to receive the benefits of WEX programs, as well as time and cost savings of the City having to solicit an RFB and implement a new program.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The City’s fuel usage has remained consistent the past two years but cost per gallon has consistently increased. Fleet Services staff has anticipated an increase for FY 2024-25 to account for operational increases and for any potential increases in fuel prices.

The total authorized spending with WEX Bank shall not exceed $3,665,000 from September 8, 2024 through September 7, 2025. Funding for the first Purchase Order will begin in Fiscal Year 2024-25 and has been programmed in the City Council-approved Budget for Year 2024-25. Subsequent funding for the second Purchase Order in FY 2025-26 will be requested during the annual budget process.

ESTIMATED SPENDING PLAN			
Account Number	**FY 24-25 (Sep 2024 - Jun 2025)**	**FY 25-26 (Jul 2025 - Aug 2025)**	**Total**
7413750-54090 (Unleaded)	$1,198,000	$240,000	$1,438,000
7413750-54091 (CNG)	$388,000	$78,000	$466,000
7413750-54092 (Diesel)	$1,268,900	$255,000	$1,523,900
7413750-53200 (Prof Svcs)	$4,000	$800	$4,800
Various: As-needed	$192,900	$39,400	$232,300
Total	**$3,051,800**	**$613,200**	**$3,665,000**

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. Sourcewell WEX Contract 080620 v2
2. Sourcewell WEX Bank 080620-Contract Extension
3. Presentation

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Sourcewell

Solicitation Number: RFP #080620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **WEX Bank**, 7090 South Union Park Center, Suite 350, Midvale, UT 84047 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

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

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

C. SURVIVAL OF TERMS. Articles 11, 12, 13, 15 and 16 survive the expiration or cancellation of this Contract and Article 14 survives the expiration or cancellation of this Contract solely with respect to acts or omissions occurring during the Term of the Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and the Contract, the Contract prevails. Additionally, may require Participating Entities to agree to the attached and incorporated **Wex Universal – Terms and Conditions for Government Fleets**. Vendor acknowledges that some of the additional terms and conditions may need to be negotiated by

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the Participating Entity since the Participating Entity may not be legally permitted to agree to all terms With the exception of those provisions cited in Article 19 of this Contract, and with the exception of Sourcewell accessing the products and services offered under this Contract for its own use, the Wex Universal – Terms and Conditions for Government Fleets are not applicable to the relationship between Vendor and Sourcewell and are not binding on Sourcewell.

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

1. Identify the applicable Sourcewell contract number;
2. Clearly specify the requested change;
3. Provide sufficient detail to justify the requested change;

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4. Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
5. Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

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Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. INTENTIONALLY OMITTED.

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

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by Vendor and the Participating Entity making the purchase pursuant to Section 6.B.

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from damages resulting directly from any claims or causes of action, including attorneys' fees, arising directly out of Vendor's negligence or willfull misconduct during the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. No more than one audit per year will be performed by Sourcewell or any Participating Entity, and Vendor will receive a minimum of 45 days' advance written notice of such an audit.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

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15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

A. *Grant of License.* During the term of this Contract:

A. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

B. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

B. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

C. *Use; Quality Control.*

1. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

2. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

3. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as outlined in the WEX Universal Terms and Conditions appended hereto.

B. DEFAULT AND REMEDIES. The WEX Universal Terms and Conditions appended hereto shall govern default and remedies available to the parties.

20. INSURANCE

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

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

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

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

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer

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attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

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hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

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required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

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Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 11/20/2020 | 12:25 PM CST

WEX Bank

By: DocuSigned by: C12BE2BB9446476...

Tim Laukka

Title: President and CEO

Date: 11/20/2020 | 10:14 AM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/25/2020 | 8:23 AM CST

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RFP 080620 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name:	WEX Bank
Address:	7090 South Union Park Center Suite 350 Midvale, UT 84047
Contact:	Denise Baumgart
Email:	denise.baumgart@wexinc.com
Phone:	913-393-3208
HST#:	84-1425616

Submission Details

Created On:	Tuesday June 30, 2020 14:46:43
Submitted On:	Thursday August 06, 2020 14:25:55
Submitted By:	Denise Baumgart
Email:	denise.baumgart@wexinc.com
Transaction #:	ae75e837-96d7-4571-b9ad-6c4bd7b8dced
Submitter's IP Address:	136.33.193.72

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	WEX Bank	*
2	Proposer Address:	7090 South Union Park Center, Suite 350 Midvale, UT 84047	*
3	Proposer website address:	www.wexinc.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tim Laukka, President and CEO 7090 South Union Park Center, Suite 350 Midvale, UT 84047 Email: tim.laukka@wexinc.com Phone: 888-842-0075	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Denise Baumgart, Strategic Relationship Manager 17071 W 93rd Terr. Apt 13106 Lenexa, KS 66219 Email: denise.baumgart@wexinc.com Phone: 913-393-3208	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. WEX is Sourcewell's current fleet card and telematics vendor. For 36 years, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. ABOUT WEX, INC. Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to $39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from $318 million in revenue and 725 employees to $1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from $1.49 billion in 2018. GOVERNMENT EXPERIENCE WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.
8	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel has been a mutually beneficial relationship for Sourcewell, its members, and WEX. There are currently more than 3,200 tax exempt organizations, including five states utilizing the Sourcewell contract. WEX will continue to market our best-in-class fleet card program to Sourcewell's members. Remaining with WEX will help ensure that Sourcewell and its members continue to receive the benefits of the WEX Fleet Card program while avoiding a potentially time-consuming and costly contract negotiation and implementation with a new provider.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to $39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from $318 million in revenue and 725 employees to $1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from $1.49 billion in 2018. Please see the attached financial documents.	*
10	What is your US market share for the solutions that you are proposing?	Although internal market share estimates are confidential, WEX fleet cards offer more than 300,000 governmental and commercial organizations with approximately 14.9 million vehicles exceptional payment security and control. WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.	*
11	What is your Canadian market share for the solutions that you are proposing?	The WEX Fleet Card is currently accepted at 2,479 sites in Canada. This includes 1,834 Esso sites, 213 Mobil sites, 154 Pioneer Energy sites, 82 Shell Flying J sites and 70 7-Eleven sites. WEX also has signed agreements with merchants representing an additional 1,067 sites. This includes 507 Irving Oil sites and 233 Petroles Crevier sites.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	WEX has not petitioned for bankruptcy protection.	*
13	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), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider. This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. For more than 36 years, we have built our proprietary closed-loop network in the United States that includes site acceptance at more than 95 percent of the nation's retail fuel locations. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX, Sourcewell's current fleet card provider, currently processes transactions for commercial and government fleets totaling more than 14.9 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program offered in this response.	*

14	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.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank that is regulated by the FDIC. WEX Inc. is SOX and PCI-DSS compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	WEX has regularly been ranked in the Information Week Elite 100, including as high as 19th.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is confidential. However, of the approximately 14.9 million WEX cards on the market, more than 1 million are for tax exempt fleets. This includes 25 state contracts, the existing Sourcewell contract (approximately 3,200 organizations) and as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies.	*
18	What percentage of your sales are to the education sector in the past three years	This information is confidential.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers. State customers include: Maine; New Hampshire; Vermont; New York; Massachusetts; Pennsylvania; West Virginia; North Carolina; South Carolina; Georgia; Alabama; Florida; Kentucky; Indiana; Michigan; Illinois; Iowa; Missouri; Arkansas; Kansas; New Mexico; Utah; Wyoming; Montana; Idaho. Massachusetts, Kansas, Arkansas, Iowa, and Missouri are all on the Sourcewell contract. WEX cannot divulge sales volume figures.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds a cooperative contract with the GSA for telematics. WEX cannot divulge sales volumes.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia, Department of Administrative Services	Jazzmin Randall, Director, Office of Fleet Management	404-651-7263 (Office) 678-699-5797 (Cell)	*
State of Missouri	Adam Wakum, State Fleet Manager	573-751-2235	*
State of North Carolina	Robert Riddle, Director - Division of Motor Fleet Management	919-830-1347	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Florida - FL	Fleet card services	N/A	$270M	*
Confidential	Government	Georgia - GA	Fleet card services	N/A	$200M	*
Confidential	Government	Pennsylvania - PA	Fleet card services	N/A	$250M	*
Confidential	Government	New York - NY	Fleet card services	N/A	$190M	*
Confidential	Government	North Carolina - NC	Fleet card services	N/A	$150M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

23	Sales force.	The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data for Sourcewell's membership organizations. Our current strategy utilizes a comprehensive approach to the government and non-profit sector. Our dedicated government relationship and sales team focuses on serving the needs of government entities. We take a holistic approach to these programs, and ensure that all eligible entities are aware they can take advantage of the overarching WEX contract. We also create a targeted marketing plan to support these outreach efforts, and inform eligible agencies that they can leverage the program to save money for their agency. Our marketing efforts include direct mail and email, and they are customized for the respective entity we are targeting. Communications are structured around the specific provisions of the contract which the individual entity can leverage. Our marketing team also uses mailing addresses provided by the respective state agencies, when they are made available. In addition, the internal analytics team utilizes subscription based databases to acquire contacts and conduct mailings to the appropriate state agencies. This enables us to maximize the effectiveness of the relationship, and ensure that both parties benefit from the fleet program to the greatest extent possible. WEX has a fleet card field sales force of more than 20 people dispersed throughout the continental United States. These members of our sales force are dedicated to selling our fleet card program and are full-time employees of WEX. Government Account Managers WEX has four Government Account Managers – including Sourcewell's current Government Account Manager, Denise Baumgart – who focus on servicing and expanding the use of our larger municipal, federal and state government fleet customers. Denise is located in Kansas and has been the Sourcewell's Government Account Manager since 2011. Denise will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Strategic Account Services (SAS) For fleets with more than 30,000 gallons of fuel purchased per month, SAS is the primary day-to-day contact for your fleet managers. SAS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. SAS can help create reporting that may not be easily accessible to the Fleet Managers. SAS is based in South Portland, Maine at WEX Inc. headquarters and can be reached toll free between the hours of 8 a.m. and 5 p.m. Eastern time. Government Account Executives There are also two Government Account Executives, located at WEX headquarters in South Portland, Maine, who pursue piggybacking opportunities with eligible entities for Sourcewell. WEX also has an inside sales force of approximately 30 people who take inbound calls from leads generated from our overall marketing efforts including direct mail, email marketing and web channels.

24	Dealer network or other distribution methods.	N/A.
25	Service force.	Government Account Manager Denise Baumgart will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Customer Service The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone. Additional Services WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers: Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program. The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment

by phone.

Additional Services
WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers:

Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.

Bi-Lingual Call Support – WEX evaluates the need for non-English speaking CSRs on an on-going basis and will add reps with different language skills as our business dictates. The call center currently has French Canadian and Spanish speaking CSRs on staff. In addition, the call center provides language translation services through a "Language Line" which provides translation in over 170 languages.

eServices – This team of online experts provide support for web-based self-serve customers and are available to answer technical questions and train customers on web based products.

Customer Satisfaction
Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:
- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.
*This is subject to change based on seasonality and call volumes.

Customer Service Management
At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and

available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response. *

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

Skill-Based Call Routing System
WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

Emergency Response
WEX is prepared to support the needs of our Premium Fleet Services customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
- Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
- Regular updates outlining which networks and fuel stations are open and active in disaster areas

Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.

eServices
In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX' online tool. The eServices team strives for one-call resolution and,

		where applicable, customer education on use of our online products. Fraud Specialists WEX' experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. Merchant Services The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet. Strategic Receivables Services (SRS) WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program. SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WEX will continue to market to and provide products and services to Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX will market to and provide products and services to Sourcewell participating entities in the United States.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to large, medium, and small fleets, including those in the government, education, and non-profit sectors. WEX has partnered with Sourcewell since 2011, growing that contract to benefit more than 3,200 members representing over 97,000 cards. WEX also	

currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 390,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

We actively manage programs to market to these government agencies. Our marketing efforts inform eligible governmental entities that Sourcewell has a fleet card program, and converts them through education of program benefits.

WEX has leveraged this proven methodology to promote the Sourcewell program for the last five years. Our custom outreach program ensures that eligible government, education, and non-profit organizations know about the Sourcewell WEX program, and are aware of the benefits of enrolling. This ensures that eligible agencies have access to quickly and easily sign up for the program, in order to maximize the overall program volume. Our annual efforts include but are not limited to direct mail, email campaigns, newsletters, trade show participation, press releases, web based marketing, online landing pages, and sales visits.

Internal Marketing Capabilities
WEX invests millions of dollars each year in establishing and delivering comprehensive marketing and sales programs on behalf of our own WEX Universal card programs, partner-based proprietary card programs, and our Government Fleet Card Program. We market to state, local and other eligible governmental organizations, in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers manage our public relations campaigns, tradeshows, email, web, direct mail and advertising programs. We also have a full-time in-house design team of professionals who support the development of collateral, direct mail, traditional print and web design. We are able to create turn-key programs for dozens of partners from Exxon Mobil and leasing companies, to smaller local and regional governmental agencies.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011 to over 3,200 customers, 97,000 and annual sales volume of $185 million in 2019. WEX will continue to actively market the program, and leverage local and municipal level relationships to grow the portfolio throughout the contract. Over the past four years, WEX has invested well over $200,000 in marketing efforts to the Sourcewell membership. We would continue our proven marketing and sales investment over the new contract period.

We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use SalesForce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches

		with those of newer test or concept campaigns. WEX utilizes an in-house web marketing team to develop a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing pages to inform existing and prospective state organizations about the Sourcewell Fleet Card Program. (Example: https://www.wexinc.com/texas). We will use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program will be supported by geographically targeted Search Engine Marketing (SEM) to drive fleet card applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX leverages organic search placement while effectively managing Search Engine Marketing and Optimization. WEX has successfully managed digital web-based marketing programs on behalf of its partners and has in-house web marketing experts who are experienced in leveraging this channel for fleet acquisition and communication. In the past, our sales force has attended more than 50 annual national, regional trade and local trade shows, in order to reach key decision makers and establish key industry contacts. We will leverage Sourcewell at government trade shows and conferences, to expand awareness of the program, and convert prospective organizations into cardholders. All events are managed by an in-house marketing team which coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings. All WEX Sales Associates utilize the SalesForce.com CRM (customer relationship management) system for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast and their longer term pipeline. We also use SalesForce.com to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. SalesForce.com would be utilized to track and manage the WEX Sourcewell sales and marketing program.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our customer insights group (research) to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. With the recent addition of new team members in the customer insights group we are now able to gain even greater direction in our marketing efforts, thus maximizing their effectiveness. We are also engaged on a daily basis with a number of social media networks (LinkedIn, Facebook, Twitter, and Instagram). Through our engagement we receive valuable feedback from customers. Of course, we also access these powerful platforms to distribute content that is valuable to our customers along with occasional marketing messages from WEX. Lastly, we manage a popular blog where we create and post on topics of interest to our customers several times each week.	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an excellent partner the past nine years. We would anticipate that Sourcewell would continue to support their members and WEX as we continue our marketing and sales efforts to promote the value of the contract and servicing the existing members utilizing the contract. We would ask that Sourcewell continue to include WEX logos and contact information in existing marketing materials. We would also expect that the Sourcewell WEX relationship would be mentioned in new member mailings as well as on the Sourcewell website. When possible, if available, we would request access to the Sourcewell membership list, for use in our email and direct mail campaigns. We would also ask that any referrals that occur as a result of Sourcewell outreach efforts be forwarded to WEX for follow-up and activation. Finally, we have also found it beneficial to attend Sourcewell hosted events such as H2O to learn successful strategies and share our successes with other contract holders that benefit the Sourcewell membership.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Fleet Manager module of WEXOnline allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also: • Assign card to driver, vehicle or location • Transfer cards from one account to another • Group cards into authorization profiles to enforce your purchasing policies • Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase) • Edit account information	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WEX believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support the needs of members who utilize the WEX program. A WEXOnline user guide will be provided , as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations. For the formalized training, this can be conducted in three distinct ways. WEX utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. WEX can also do in-person training sessions at Manager Meetings or other venues where your group has been brought together. The Government Account Manager assigned to the Sourcewell relationship, Denise Baumgart, will also complete on-going training as new products are released or as business needs require. These trainings will be completed through WebEx live or pre-recorded sessions. There is no cost for our training.	*
37	Describe any technological advances that your proposed products or services offer.	WEX envisions the evolution of technology enabling more possible point of sale solutions through proliferation of chip, mobile payment, and cloud-based solutions. WEX's strategic customers are often some of the first adopters of WEX's	

product innovations and pilot programs.
WEX focuses on finding and watching innovations that have the potential to transform our industry or create a new vertical. We watch new technologies that might provide useful applications for new products and services and competitive advantage in the future. We take special interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, new data sources and other opportunities.
Fleet Advisory Board
The Fleet Advisory Board is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.
SPARK
SPARK is a broad group of fleet administrators and managers representing more than 50 organizations and public agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out).
WEX Fleet Chip Cards
Working with Gemalto, a world-class leader in chip technology, WEX has been developing a proprietary chip card for three years to meet the EMV liability shift requirements. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry. This applet is spec-based and customized for WEX Fleet.
Not all retail fuel merchants will choose to invest in chip card readers at the point of sale due to the significant financial investment required; some will accept the risk of liability for fraudulent transactions. Because of this, the WEX fleet card will have both a chip and magnetic stripe for many years to come.
WEX believes it has taken a thoughtful approach to chip-card development.
- WEX's reputation is based on customer security and satisfaction. WEX did not take the easy route of putting a consumer based chip applet (Mastercard or Visa) onto its proprietary card product.
- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and release the highest quality solution at the right time.
- WEX's development cycle will provide a seamless transition to EMV for WEX fleet customers and WEX-accepting merchants, and will ensure compliance with hardware and Point of Sale suppliers.
- WEX chip cards will offer full fleet functionality upon release, unlike the consumer-level functionality of other cards.

ClearView™
WEX Fleet ClearView™ (detailed in response to the following question) is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.
WEX Fleet DriverDash
WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle, creating a seamless and

		secure transaction via mobile device. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 Shell, Exxon and Mobil-branded stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	WEX has reduced its carbon footprint by reducing daily deliveries of office supplies and by reducing travel through the use of WebEx for many conferences and training. WEX has also installed energy efficient light bulbs, and timers that turn off the lights in bathrooms when not in use. A recent energy audit of our facilities returned a positive review regarding our energy efficiency. WEX has capital expenditure money in its budget to further reduce energy consumption. WEX has a history of working with fleets to assist green initiatives. • We attend the AFVI conference every year to understand alternative fuels available, stay informed of the latest technology and updated legislation. It important for us to understand what is available to our customers, how they are affected by the alternative fuels industry and how we can support them in their green initiatives. • We have worked with EERE to establish a recurring data exchange for alternative fuel sites. • We currently provide custom reporting to our State customers regarding alternative fuel consumption. • We have participated in several Chicago Climate Exchange audits with our State customers. Although we can’t share specific findings, we encourage the members to discuss with us our support in providing accurate data to the exchange or others you may be involved in. • Our WEXSmart telematics program helps fleets track idle and fuel efficiency. We would be happy to provide more information on this product. • WEX, as a member of Conexxus (formerly PCATS -- the Petroleum Convenience Alliance for Technology Standards), has been very active in recommending additional alternative fuel product codes to be included in the NACS (National Association of Convenience Stores) product code standards. • WEX has a relationship with the National Renewable Energy Laboratory that has allowed us to provide an alternative fuel site directory	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is Sourcewell's current fleet card provider and offers unmatched knowledge of your needs in a fleet card program for your members, and strategic support from Relationship Manager Denise Baumgart. Remaining with WEX will allow Sourcewell and its members to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: • Our closed-loop fuel network is driven by direct contractual relationships with both the merchant and the fleet, and only WEX transactions can be processed on these networks. We have built a network that provides over 95 percent fuel location coverage in the United States. • Our proprietary closed-loop fuel networks also afford us access to a higher level of fleet-specific information and control than is widely available on open-loop networks. This allows us to improve and refine the information reporting we provide to our fleet customers and strategic relationships. • WEX accepting merchants are required to be capable of transmitting Level III data. Level III data capture helps reduce fraud and provides greater visibility into your fleet operations with Driver ID and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more. • We offer a differentiated set of products and services, including security and purchase controls, to allow our customers to better manage their vehicle fleets. We provide customized analysis and reporting on the efficiency of fleet vehicles and the purchasing behavior of fleet vehicle drivers. We make this data available to fleet customers through both traditional reporting services and sophisticated web-based data analysis tools. • Our proprietary software facilitates the collection of information and affords us a high level of control and flexibility in allowing fleets to restrict purchases and receive automated alerts. • We have an experienced and committed management team that has substantial industry knowledge and a proven track record of success.	*

Table 9: Warranty (Performance Standards or Guarantees)

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

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services (customer or merchant service response times, processing time frames, dispute resolution, etc.).	Fleet Card Distribution: >= 99.5% of fleet cards will be mailed within one (1) business day of the card production date. Calculated by the calendar month Statement Distribution: >= 99.5% of the statements will be mailed/emailed/placed on FTP site within five (5) business days of the system printing date. Calculated by the calendar month Customer Setup: >= 99.5% of all fleet accounts will be set up (account data loaded and cards ordered) within three (3) business days after all of the information necessary for account setup is obtained and credit has been approved.	*
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include: • Average speed to answer • Time to abandon • Abandonment rate • Talk Time • After-Call Work • Handle Time WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities. *This is subject to change based on seasonality and call volumes.	*
44	Describe any service contract options for the items included in your proposal.	N/A	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	WEX's standard payment terms are 15 days from the date appearing on your invoice. However, WEX is offering to continue 26 day payment terms for Sourcewell members and will comply with any act or law governing payment timing upon review of such act or law. Please see the attached Pricing for details.	*
46	Describe available payment options (frequency, method, platform, etc.)?	The WEX Fleet Card program offers the following payment options. Paper Check You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.) Payment terms subject to credit approval.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this information is captured by WEX and provided to Sourcewell quarterly in summary format.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	WEX does not accept P-Cards for payment.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX offers rebates to Sourcewell members for fuel purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail price at the pump.	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Please see the attached pricing for the fleet card and ancillary products.	*
52	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	N/A.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing for the fleet card and ancillary products.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing for the fleet card and ancillary products.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b and c. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc. WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management. WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our Millennium platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will issue a quarterly revenue share, in the accordance with the below Revenue Share Table, based on all Sourcewell members' Monthly Retail Transactions and the tier established in the table below (the "Rebate") $0-$50,000,000 quarterly spend: 10 basis points (0.10%) $50,000,001-$75,000,000 quarterly spend: 12 basis points (0.12%) $75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing for more details.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics, and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described throughout this RFP response, offers best-in-class card functionality, reporting and customer service. With the WEX Fleet Card, fleets get the tools to manage the entire fleet. From Level III Data Capture, to spending limits and real time alerts, the WEX Fleet Card helps fleets of all sizes create operational efficiencies. WEX's proprietary network captures Level III data at virtually every accepting location, including essential information such as a driver ID, vehicle ID, job number or odometer reading. This is data you can't get from most bank cards. We help our customers open up savings opportunities through tighter control over their purchases. Working with the WEX team, cost-conscious fleet managers can: • Gain access to granular transaction detail • Run standard and custom reporting – and identify

opportunities for savings
- Set limits on dollar amounts and product types, ensuring that drivers spend money only on fuel and related vehicle services.

Our technology and services include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

WEX is the chosen partner of many branded card programs, offering universal fleet cards solutions with specific branded discounts. Should it be advantageous to a State member, WEX may leverage these branded relationships in the event an entire State wishes to utilize this contract on a statewide level.

WEXPay™
WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.
Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.
How It Works
As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.
When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.
* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

WEX FLEET CLEARVIEW
WEX's Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and

understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

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

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

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

TELEMATICS

With more than 80,000 active telematics accounts across the US, including Sourcewell members and several government agencies, WEX Telematics is one of a select few to provide precise, customizable GPS tracking solutions to the largest U.S. fleets. WEX Telematics is alone in its ability to seamlessly integrate fuel use data from WEX fleet cards into its analytics package.

Our award-winning U.S.-based customer service will provide expert fleet consultation and guidance whenever you need it. WEX Telematics provides specific hardware and software packages suited to the individual needs of Sourcewell's members so they can quantify, analyze and eliminate weaknesses in their fleets.

For example:

- How much idling and where?
- How many speeding incidents?
- How many miles driven per day or week?
- How much fuel consumed?
- Incidents of seatbelt non-use
- Aggressive driving events
- Customer stops per day
- Miles driven vs customer time
- Accident reporting

Sourcewell customers are sensitive to fuel prices, maintenance downtime, and service productivity. Safety is also a paramount concern. WEX Telematics helps solve all these challenges.

WEX Telematics users often experience a reduction in fuel use via decreased idling, speeding and incidents of harsh acceleration and braking; detecting fuel card misuse; preventing unnecessary miles by monitoring after-hours usage; implementing efficient routing; and more.

Our users can also save on maintenance through:

- Decreased idling (one hour of idling is equivalent to 80 to 120 minutes of vehicle wear).
- Decreased speeding (increasing speed from 50 to 60 mph increases maintenance costs 38% and at 70 mph increases costs 80%; rate of tire wear doubles above 70 mph).
- Regular engine alerts to schedule proactive maintenance.

WEX Telematics provides helps fleet managers improve safety – a mission-critical task for hospitals – by providing information on how drivers are behaving in the field and giving managers the data to craft driver scorecards that inform incentives and training.

Telematics Cameras

Vehicle cameras are becoming more important to have in your fleet. With WEX Telematics, managers are able to modify driver behavior and receive timely video evidence of critical incidents that is important to insurers. During a time when controlling expenses is more important than ever,

		combining your WEX Telematics unit with an in-cab camera and your WEX Fleet Card can help you improve driver safety, decrease insurance costs, and monitor and minimize unauthorized fueling. Video telematics combines vehicle data and driving data to provide more context around any incident footage while transmitting the video evidence in real-time over a cellular network. Video is captured and transmitted to the cloud based application when a fleet manager defined rule is broken. These rules can include speeding, harsh braking, harsh acceleration, rapid change in direction or an accident. In the case of a collision, video telematics can help provide the answers to who, what, where, when, and why. Telematics technology plays an important role in improving the safety of your drivers and others on the road. • Support your drivers by helping them improve their skills and make better decisions • Guard your assets by protecting against false claims and unexplained damage • Improve your fleet operations by boosting safety and reducing risky driving PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
62	Fleet card payments	(•) Yes ( ) No	WEX is Sourcewell's current fleet card provider.	*

63	Mobile application, digital, and/or virtual payment services	(•) Yes ( ) No	WEX's fleet card program includes mobile applications as described in our proposal. We are also offering WEXPay, a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. *
64	Fleet payment data analytics	(•) Yes ( ) No	WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations. *
65	Integrated telematics solutions	(•) Yes ( ) No	WEX is also Sourcewell's telematics provider. WEX fleet data integrates seemlessly and at no cost with WEX telematics. *
66	Web-based account management and reporting tools	(•) Yes ( ) No	WEXOnline®, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to help maximize operational efficiency. They can perform day-to-day card and prompt management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics, and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time. *
67	Private-site fuel location payment or data services	(•) Yes ( ) No	Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. *

68	Electric vehicle charging station fee payment	(•) Yes ( ) No	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use SalesForce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches with those of newer test or concept campaigns. *
70	Describe available features or controls that assist with mitigation of fraud, waste, or abuse in the solutions offered.	In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy, controls, alerts, and careful review of all reports (including exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses. WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: Primary Functions • Review Transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as: "Red Flag" Activity Indicators • Date and time of purchase • Merchant location • Product purchased • Driver identification number used to conduct the sale • Dollar amount Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud,

proactively working to identify fraudulent transactions, and working closely with fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or re-occurring.

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

There are currently approximately 60 people on WEX's Global Fraud Strategy and Analytics team. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

Monitoring System

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX has recently deployed Safer Payments, an advanced fraud mitigation system based on Machine Learning technology. Safer Payments is a true, 24/7 real-time system that can help detect and prevent fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation, and in specific cases, triggering email alerts.

Safer Payments is artificial-intelligence-based software that can identify risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass.

Using advanced machine learning algorithms, Safer Payments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allow the WEX transaction authorization system to "pass," "pass, but flag for review," or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and to monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process. Safer Payments "learns" as it streams transactions through its logic. Safer Payments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

The logic within Safer Payments is highly configurable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. Safer Payments has multiple levels of detection which can actually prevent a transaction from being

authorized or can flag a transaction for review by the fraud team depending upon scoring logic. Safer Payments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

White Plastic/Skimming

WEX works with authorities at both local and federal levels to help authorities identify the individuals associated with white plastic and/or skimming. This level of engagement sometimes involves undercover surveillance, which could be jeopardized by an individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted; it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are assisting the authorities in pursuing on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.
- Reporting to Customer Service anything unusual seen at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline®, fleet managers can set pre-determined limits on spending amount, purchase frequency, product and service type, and the hours during which purchases can be made.

Through WEXOnline®, fleet managers can perform real-time modifications to any pre-determined limits, and add or remove driver identification numbers in response to changes or to prevent theft. They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception reports work well with purchasing controls to help fleet managers identify potential fraud or abuse.

Prompt ID

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

ClearView™

WEX Fleet ClearView™ is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

ClearView's Exceptions Module can help you recognize and mitigate fraud. Three exceptions that many large fleets use are:

Over Limit: This exception allows customers to customize the time period and dollar threshold, which triggers this

		exception when a vehicle or driver surpasses the set limits. Since fuel merchants are lagging behind all other industries in the adoption of EMV chip technology, white plastic has migrated to the gas station/convenience store industry. You can check this exception each day to quickly identify and terminate compromised cards by, for example, noting the high number of gallons and transaction count for a particular vehicle. Exceeding Tank Capacity: This exception identifies when more gallons were purchased than the vehicle's tank can hold. You can use this exception to identify fuel theft and card skimming. This allows you to notice the drastic changes in geography, fuel type, gallons, and dollars. Fuel Mismatch: Customers use this exception to identify when the type of fuel purchased doesn't align with the type of fuel required for the vehicle's engine. This exception can be used for card skimming, driver theft, card swaps, and policy compliance. For example, you might notice a gasoline-powered vehicle buying diesel, oftentimes for more gallons than the vehicle's tank can hold. ClearView is described in greater detail below. MERCHANT REQUIREMENTS WEX accepting merchants and partners agree to establish the following security procedures to safeguard card sale data and cardholder information. 1. Inspect pumps daily for signs of tampering, including unusual equipment near the card reader. 2. Secure dispensers with unique locks and apply security labels as required by local laws. 3. Install adequate lighting, especially above pumps that are not visible by inside employees. 4. Install security systems, including cameras for monitoring employee and customer behavior. 5. Implement fuel pump shut-off limits. If needed, WEX can advise you on recommended shut-off values. 6. Notify WEX immediately in the event of a suspected breach or compromise at your location(s).
71	Describe the acceptance network of the card, mobile application, digital, or virtual payment services offered for vehicle, aviation, and/or marine fleets, as applicable.	The WEX Fleet Card offers acceptance in all 50 states, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at more than 2,000 locations in Canada. For a list of accepting locations nationwide, visit http://www.wexinc.com/accepting-locations. Directories WEX is always increasing its acceptance coverage. For the most current information, the WEX corporate website (www.wexinc.com) includes an online site directory where fueling locations can be searched by brand, city, state, and zip code. Site searches can also be done via WEX's web-based account management and reporting tool, WEXOnline®. WEXPay™ WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded

coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.
How It Works
As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.
When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer.
Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.
* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.
Adding New Merchants
WEX is always increasing its acceptance coverage for fuel, service, and marina locations. Because we currently have acceptance at 95% of all retail fuel sites in the United States, our merchant acquisition strategy is driven by the needs of our fleet customers.
If a customer needs specific merchants added to the WEX accepting network, the customer should provide the following information to WEX:
- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet
- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.
Alternative Fuels
Certain WEX accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. WEX has created an Alternative Fuel Directory using transaction information passed to us by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEXOnline®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

EV FleetCharge
In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations.
ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.
Aviation and Jet Fuel -- AVCARD
WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic *

and international airport locations. In addition to your WEX Fleet Card account, we can set you up with an AVCARD account, which is integrated with your WEX account. AVCARD cards function as both a credit card and a contract fuel card. You'll only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, you automatically participate in their Contract Fuel Program, which allows you to receive savings on jet fuel virtually everywhere in the world.

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange your fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge.

Marinas

Fleets can purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept a MasterCard worldwide. The WEX Fleet Card and WEXPay™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

MAINTENANCE PROGRAM

WEX offers several maintenance purchasing solutions to support fleet needs.

WEX Service Network (WESN)

WEX offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at approximately 33,000 service sites.

Maintenance Management Solutions - Purchase Log

WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment.

Using the MasterCard® payment network, you see all requests and approve all transactions before they take place. You can give your managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying your vendors that lowers the possibility of misuse or fraud, and significantly reduces your paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from your WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

The standard Purchase Log billing cycle is monthly, subject

		to final credit approval. The standard payment term for Purchase Log is 15 days from the date of invoice and is subject to final credit approval. This payment term may be different from that of your fleet account. There are several payment methods available, including standard check, online, by phone, or via wire or ACH. There is no early payment discount and there are no extra fees. There may be associated fees to your account for other types of MasterCard® purchases and services, such as international currency conversion. Since Purchase Log uses MasterCard® account technology, it is separate from your WEX Fleet Card account. Additional terms and conditions and sometimes an additional credit line apply. WEX Bank may be able to utilize your existing fleet card credit line (if there is sufficient unused credit) for the Purchase Log program. Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules. WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle. DriverDash can help solve issues like skimming and inaccurate odometer readings with secure, in-vehicle transactions. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 fueling stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.
72	If offering payment services for electric vehicle charging station fees, describe available data collection and sharing options.	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.
73	Explain the value-added tools offered for fleet data analytics, integrated telematics, data file transfer and validation, private-site fueling solutions, fleet technology interfaces, etc.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics; and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described in detail throughout this RFP response, offers best-in-class card functionality, reporting and customer service. Our technology and services include: • 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard) • Nine levels of hierarchy, for more flexible reporting and billing options • Advanced card to PIN functions; ability to tie one card to one PIN, etc. • More flexible prompting options at point of sale • Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies • Comprehensive tax exemption program for Federal and State taxes • Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports • Ability to customize data fields and add GL codes for

accounts, drivers, vehicles or cards
• Control over user access to the online system, with advanced administrative functions

WEX FLEET CLEARVIEW

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

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

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

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

TELEMATICS

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

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

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

What makes us different?

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

Features
- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)

• Speed violations
• Idling
• Landmark entry/exit
• Odd-hours usage
• Diagnostic trouble codes (optional)
• Odometer-driven maintenance

		Reports • Begin/end of day • Stop and drive time • Engine operating performance data and statistics • Fuel usage, MPG • Fuel guard • Safety violations • Custom reporting options PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - 2019 Annual Report to Stockholders.pdf - Thursday July 30, 2020 10:17:17
- Marketing Plan/Samples - Marketing Plan-Samples.zip - Thursday August 06, 2020 06:43:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Pricing.zip - Thursday August 06, 2020 14:10:01
- Additional Document - Additional Documents.zip - Thursday August 06, 2020 14:04:47

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

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

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

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

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tim Laukka, President and CEO, WEX Bank

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Payment_Solutions_RFP080620 Wed July 29 2020 05:48 PM	☑	2
Addendum_1_Fleet_Payment_Solutions_RFP080620 Sun July 5 2020 09:09 AM	☑	1

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Wex Universal – Terms and Conditions for Government Fleets

EX Bank, a federally-insured Utah industrial bank ("Issuer"), would like to provide and propose the following terms (the "Agreement") to be included in any resulting contract between Issuer and your contracting agency or entity ("Customer"). The Agreement is specifically related to our product offering and banking regulations for issuing credit.

The definitions on Schedule A apply for purposes of this Agreement.

1. Use of Account.

The Account may be used to make purchases at merchants participating in the WEX network. Customer agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Customer shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited.

2. Account Users.

2.1 Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; **(b)** provide vehicle, driver and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer's behalf. Unless Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any employee misuse of Cards.

2.2 Customer is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Customer in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Customer agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Customer is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer will notify Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. Customer shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Customer. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

4. Controls.

4.1 Customer may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Customer after any modification to a Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer's specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Control settings selected by Customer or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

5. Billing and Payments.

5.1 [Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject.] Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date

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on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

5.6 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

6. Reports.

Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Customer is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Late Fees.

7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

9. Disputed Amounts.

9.1 Customer shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Customer may dispute an amount reflected on a billing statement if: **(a)** the amount does not reflect the face value of the Transaction; **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Customer or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Customer, which does not constitute Unauthorized Use or relieve Customer from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Customer may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will notify Issuer by immediately calling **1-866-544-5796**. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use of a Card or Account: **(a)** that occurs before Customer provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or **(b)** Issuer determines that such Unauthorized Use would have been prevented by Customer adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars ($50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

10.4 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

11. Representations by Customer.

Customer represents and warrants to Issuer that: **(a)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(b)** that Customer's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty arising in law or equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** if Customer is an organization, is within the organizational powers of Customer and has been authorized by all necessary organizational action of Customer.

A. Other Obligations of Customer.

A.1 Customer shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users.

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A.2 Issuer may investigate the financial condition of Customer and its subsidiaries and affiliates at any time. If requested, Customer agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over- year and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

A.3 Customer agrees to provide written notice **(a)** in advance of any change to its legal name or in the ownership of Customer, **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets, **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings, or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

B. Amendment.

Customer agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Customer with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

14. Term and Termination.

14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.

14.2 Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.

14.3 Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.4 The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

14.5 Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its affiliates; or **(h)** any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement.

16. Foreign Transactions.

16.1 Cards are issued for use by Customer's operations based in the United States, but may be used in Canada. Customer may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as reflected in the Fee Schedule (unless such fee is waived).

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

Issuer shall not be liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer

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makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.1 Issuer is not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waivers.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLYAND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

19. ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. **(a)** Customer or Issuer may arbitrate any claim, dispute or controversy between Customer and Issuer arising out of or related to this Account, any previous related Account, the relationship between Customer and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Customer and the term "Customer" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." **(b)** If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. **(c)** Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Customer or Issuer, or by a Person making a Claim through Customer or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. **(b)** Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address. **(b)** If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. **(c)** Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. **(d)** The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. **(e)** The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. **(b)** A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Customer and Issuer.

20. Confidentiality.

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: **(a)** is already lawfully known when received; **(b)** becomes lawfully obtainable from other sources; **(c)** is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; **(d)** is disclosed by Issuer to its financial services regulators; **(e)** is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or **(f)** is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing

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in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Customer to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Customer chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: https://www.wexinc.com/privacy-policy/. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off- road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

23.8 No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: **(a)** by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or **(b)** by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing.

23.10 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.11 This Agreement, any notices in connection with this Agreement, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

Schedule A

Definitions

"Account" means the charge card account provided to Customer by Issuer. An Account may be accessed by a Card or an account number.

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"Account User" means Customer or any other Person that Customer has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

"Billing Cycle" means the time interval between the dates of Customer's regular billing statements. Customer's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

"Business Day" means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

"Card" means a plastic card provided by Issuer that may be used to access an Account.

"Controls" are a set of authorization tools designed to assist Customer with managing Transactions.

"Credit Limit" is the amount of credit assigned to Customer's Account as established by Issuer from time to time.

"DIN" means the identification number associated with an Account User or Card.

"Due Date" means the date the repayment of the balance of the Account is due as provided on a billing statement.

"Fee Schedule" means the List of Fees included as Schedule B.

"Guarantor" means any Person who guarantees the obligations of Customer under this Agreement.

"Party" means Bank or Customer and "Parties" means Issuer and Customer. "Person" means an individual, corporation, partnership, limited liability company, trust or other organization.

"Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

"Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

Schedule B

List of Fees

Set Up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	$25.00 per request
General Research Fee	$15.00 per hour
Expedited Shipping Fee	Cost varies
Returned Payment Fee	$50.00 per occurrence
Reactivation Fee	$50.00 per occurrence (max monthly fee of 50.00)
Truck Stop Fee	Up to $3.00 per card swipe at a diesel pump*
Paper Delivery Fee	$10.00 per month for paper invoicing and reporting

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

Call 1-866-544-5796 with questions about any of the above.

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CONTRACT EXTENSION

Contract Number: #080620-WEX

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Bank (Vendor) 111 East Sego Lily Drive, Suite 250. Sandy, UT 84070 have entered into Contract #080620-WEX for the procurement of Fleet Payment Solutions with Related Services. The Contract has an expiration date of September 7, 2024, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of September 7, 2025. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/16/2023 | 10:29 AM CDT

WEX Bank

DocuSigned by:
By: Jason Price
EE6EEC720DFF478...

Jason Price
Title: President/CEO
Date: 10/10/2023

APPROVED
W441202 , 10/10/2023, 2:06:19 PM

Annual Purchase Orders with WEX Bank for the Fleet Fuel Card Program

Public Works and Transportation Committee
July 23, 2024

Jose Arreola
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with WEX for a total not to exceed amount of $3,665,000 from September 8, 2024 through September 7, 2025, utilizing the Sourcewell contract 080620-WEX for the Fleet Fuel Card Program

BACKGROUND

- The Fleet Services Division of the Public Works Department manages, maintains and repairs the City's 964 fleet vehicles and equipment valued at over $54 million

- Fleet Services is responsible for maintenance and repairs of vehicles as well as the oversight of fuel and the fuel card program

- The City's fleet vehicles utilize the following fuels: unleaded, ethanol fuel blend gasoline (E85), diesel fuel (including clear, renewable and red dye diesel), diesel exhaust fluid, compressed natural gas (CNG) and propane

- Fuel is purchased through WEX Bank fleet card program

BACKGROUND

- The table below summarizes fuel usage for FY 2022-23 by Division

Division	FY 2022-23 Fuel Purchased	Percent
Environmental Res.	$1,862,473	59.63%
Police	$689,446	21.97%
Fire	$36,963	1.18%
Parks & Facilities	$166,752	5.31%
Water	$139,956	4.46%
Streets	$79,378	2.53%
Other	$162,484	5.18%
Total	**$3,137,452**	**100%**

- The above data was obtained from the WEX fuel card transactions from all City departments and divisions

DISCUSSION

- The City has been using the WEX Government Fleet Card Program for five years which allows WEX fuel card holders to purchase gas at authorized fueling stations

- The program allows for the purchase of unleaded, ethanol fuel blend gasoline (E85), diesel fuel (including clear, renewable and red dye diesel), diesel exhaust fluid (DEF), compressed natural gas (CNG), propane, and car washes

- The WEX fleet card program is a separate vendor from the recently approved agreement with Dion & Sons, Inc., for the delivery of bulk fuel approved by City Council on June 27, 2024

DISCUSSION

- WEX offers a network that includes acceptance at a high percentage of retail fuel locations and provides the ability to control field fuel purchases

- The following are some of the accepting fuel sites in Oxnard: Chevron, Exxonmobile, Union 76, Arco, USA, Shell, SC Fuels, Mac Valley Oil, Sinclair, 7-Eleven and Circle K

- The card is also accepted at the Southern California Gas Company-Oxnard Base for purchasing CNG

- The vast number of locations allows for staff to conveniently fuel vehicles, reducing travel time and miles

DISCUSSION

- Fueling locally within City limits is encouraged to all WEX fuel card holders for tax purposes

- WEX fuel card program has increased operational efficiency and administrative burdens by:
  - providing greater oversight of the fuel program
  - web based client portal that delivers comprehensive information and analysis tools

- A suite of control and alert tools allows staff to know where, when what and how much is being spent as well as fuel grade, cost per gallon and sales tax for every purchase allowing for better security and better accounting

DISCUSSION

- Features include a pump shut off feature, type and amount control limits, real time alerts and a number of standard and custom reports

- These benefits and features promote cost savings in addition to a quarterly revenue share "rebate" based on the City's monthly retail transactions

- Last fiscal year, this "rebate" averaged $2,500 per month

- City Purchasing Policy allows for the use of governmental-cooperative contracts for the purchase of goods, equipment and contractual services when the contract has been competitively bid and awarded in accordance with local, State, and Federal laws that govern public procurement

DISCUSSION

- WEX holds a cooperative contract with Sourcewell for fleet fuel cards
- Sourcewell offers government agencies a cooperative purchasing program that provides competitively solicited cooperative contracts
- Sourcewell awarded WEX Bank Contract No. 080620-WEX for Fleet Payment Solutions with Related Services
- Sourcewell posted the Request for Proposal on June 18, 2020, and recommended the award to WEX Bank on August 24, 2020
- The contract was set to expire September 7, 2024, but has been extended another year through September 7, 2025

DISCUSSION

- The City's Purchase Orders with WEX coincides with the Sourcewell Contract 080620-WEX, expiring on September 7, 2025

- The City continues to receive the benefits of WEX programs, as well as time and cost savings of the City having to solicit an RFB and implement a new program

FINANCIAL IMPACT

- The City's fuel usage has remained consistent the past two years but cost per gallon has consistently increased

- Fleet Services staff has anticipated an increase for FY 2024-25 for operational increases and for any potential increases in fuel prices

- The total authorized spending with WEX Bank shall not exceed $3,665,000 from September 8, 2024 through September 7, 2025

FINANCIAL IMPACT

- Funding for the first Purchase Order will begin in Fiscal Year 2024-25 and has been programmed in the City Council-approved Budget for Year 2024-25

- Subsequent funding for the second Purchase Order in FY 2025-26 will be requested during the annual budget process

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: July 23, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500049 with Final Details, LLC for Citywide Vehicle Mobile Washing and Detailing Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Final Details, LLC in the amount not to exceed $1,930,000 for an initial term of 14 months from September 1, 2024 to October 31, 2025, with the option for four consecutive one-year period extensions that shall not exceed a total of five years for a final term ending October 31, 2029 for citywide vehicle mobile washing.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/rexTLSkNIt0

BACKGROUND

Vehicle and commercial vehicle washing is an important element for a safe, clean, and sanitary work environment. Vehicles are washed to reduce potential safety hazards to operators and their equipment. Regular washing also reduces the build-up of rust and corrosion, thus lowering vehicle maintenance costs. A consistently clean fleet provides a safe and clean working environment.

The majority of this agreement relates to the washing of Environmental Resources (ER) refuse collection vehicles. Due to the nature of ER operations of refuse collection for approximately 34,000 customers, vehicles are subject to pollutants such as exhaust emissions, engine fluids, refuse, liquids, dust, and other debris. The ER collection vehicles require frequent washing (once each week) in order to maintain compliance with the City's Storm Water Pollution Prevention Plan (SWPPP). This is a Best Management Practices (BMPs) designed to rid the refuse collection vehicles that operate daily on city streets of particulate matter that has the ability to pollute the City's storm drain system. The City does not own a designated wash facility to accommodate washing vehicles and refuse collection vehicles regularly.

DISCUSSION

On May 31, 2024, the City's Purchasing Division conducted a formal solicitation for the Citywide Vehicle Mobile Washing and Detailing services (Bid Number 24-123), with proposals due by June 26, 2024. Bid information was posted on the City's website and on www.publicpurchase.com. The City received one bid response before the deadline, and Final Details LLC (Final Details) was determined to be the only responsive bidder. Upon review by City staff, it was determined that the bid was reasonable compared to prior contract

costs. City Purchasing Policy allows the City to enter into a negotiated contract when only one bid is received. Final Details meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

Staff is recommending Final Details who will be responsible for acquiring, operating and maintaining all equipment and permits providing mobile washing and cleaning of passenger vehicles, pickup trucks, special use vehicles, and heavy-duty refuse collection vehicles. Services also include power washing of City-owned trash enclosures, bins and carts upon request. The scope of work requires that the contract meet all Municipal Separate Storm Sewer System (MS4) water quality requirements, including compliance with addressing the discharge of water during the cleaning process.

Final Details shall comply with City Ordinance No. 2806, concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The cost of this Agreement with Final Details LLC shall not exceed $1,930,000 for a five-year and two-month term from September 1, 2024 through October 31, 2029. Funding for these services is included in the FY 2024-25 Adopted Budget. Funding for subsequent fiscal years will be requested during the annual budget process.

Estimated Spending Plan							
Division/Account	**FY 24-25 (10 mo.)**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**FY 29-30 (4 mo.)**	**Total**
Environmental Resources 6313630-55030	$200,000	$250,000	$250,000	$250,000	$250,000	$100,000	$1,300,000
Wastewater 6113612-53200 6113613-53200 6113614-53200 6113615-53200	 $7,500 $17,500 $7,500 $17,500	 $10,000 $20,000 $10,000 $20,000	 $10,000 $20,000 $10,000 $20,000	 $10,000 $20,000 $10,000 $20,000	 $10,000 $20,000 $10,000 $20,000	 $3,000 $7,000 $3,000 $7,000	$310,000
Fleet 7413750-53200	$2,500	$3,000	$3,000	$3,000	$3,000	$1,000	$15,500

Streets 1013401-53200	$4,200	$5,000	$5,000	$5,000	$5,000	$1,700	$25,900
Fire 1012501-53200	$0	$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
Citywide Various Departments - As-needed	$27,600	$34,000	$34,000	$34,000	$34,000	$15,000	$178,600
TOTAL	**$284,300**	**$372,000**	**$372,000**	**$372,000**	**$372,000**	**$157,700**	**$1,930,000**

Prepared by: Brian Yanez, Assistant Public Works Director, Steve Howlett, Assistant Public Works Director, Timothy Beaman, Interim Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500049-Final Details, LLC
2. Presentation

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FINAL DETAILS, LLC

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Final Details, LLC ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. Vehicle Mobile Washing Services. Service Provider shall provide vehicle, equipment and trash enclosure washing services for the Public Works Department.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Final Details, LLC ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 84 N. Pacific Ave, Ventura, CA 93001

3. TERM OF AGREEMENT: From: September 1, 2024 To: October 31, 2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $1,930,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Grant Dunne
Title: Administrator/Supervisor
Phone: (805) 340-8365
Email: Grant.Dunne@oxnard.org
Mailing Address: 111 South Del Norte Blvd.
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Ross Emery
Title: Owner/Operator
Phone: (805) 558-1618
Email: Ross2final-details.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as **"**Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: **invoices@oxnard.org**.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE

PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is

reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party.

The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage

rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars ($1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER 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.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall

bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

_____ _____
☐John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

_____ _____
Rose Chaparro, CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

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

FINAL DETAILS, LLC

_____ _____
Ross Emery Date
Owner/Sole Member

_____ _____
Ross Emery[3] Date
Owner/Sole Member

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] 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

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Final Details, LLC)

SCOPE OF SERVICES

Project Manager: Grant Dunne/ (805) 340-8365/Grant.Dunne@oxnard.org

Vendor shall provide vehicle, equipment and trash enclosure washing services for the Public Works Department.

For all services required, the Vendor shall be responsible for acquiring, operating and maintaining all equipment, permits and approvals necessary to wash and clean city vehicles, equipment and trash enclosures.

VEHICLE WASHING SERVICES

Passenger and Special Use Vehicles

Basic Car Wash (Exterior Only)

1. Vendor shall furnish all labor, equipment and materials to provide: the full exterior hand washing of vehicle with microfiber mitts and dried with microfiber towels to ensure a scratch-free surface.

2. Exterior cleaning shall include the removal of day-to-day dust, dirt, and loose contaminants.

Car Wash (Exterior & Interior)

1. Vendor shall furnish all labor, equipment and materials to provide: the hand washing of the full exterior with microfiber mitts and dried with microfiber towels to ensure a scratch-free surface.

2. Exterior cleaning shall include the removal of day-to-day dust, dirt, and loose contaminants; as well as, the removal of tar/bug-/road grime, tire rims/wheel wells, cleaning of windows, mirrors, gas cap, and door jambs.

3. Interior cleaning shall include: center console, dashboard, door shuts, seats, vacuuming, and window/mirror cleaning.

Car Wash and Exterior and Interior Detailing (On Special Request Only)

1. The vendor shall furnish all labor, equipment, and materials to provide detailing services for vehicles, including cleaning, polishing, and protecting the exterior and interior components of the vehicle.

2. The exterior components for detailing include vehicle paint, windows, wheels, tires, and any other exterior components of the vehicle.

3. The detailing of the interior components includes vacuuming, upholstery stain removal, polishing of nonporous surfaces, and any other interior components of the vehicle.

Heavy Duty Trucks & Equipment

1. Vendor shall furnish all labor, equipment, and materials to provide vehicle washing services to include the use of a hot water pressure washer, disposal of water, exterior hand wash and brushing, frame degreasing, window cleaning, and tire dressings.

2. Vendor shall reimburse the City for the cost of damaged or removed vehicle paint and decals that result from pressure washing.

3. Vendor shall use “non-damaging” pressure washers on city vehicles, trash enclosures, and containers.

Exterior and Interior Detailing (On Special Request Only)

1. The vendor shall furnish all labor, equipment, and materials to provide detailing services for heavy-duty trucks and equipment, including cleaning, polishing, and protecting the exterior and interior components of the trucks.

2. The exterior components for detailing include vehicle paint, windows, wheels, tires, and any other exterior components of the vehicle.

3. The detailing of the interior components includes vacuuming, upholstery stain removal, polishing of nonporous surfaces, and any other interior components of the vehicle.

Hazardous Materials Cleanup (On Special Request Only)

1. The vendor shall furnish all labor, equipment, and materials to clean up hazardous materials within police vehicles, including, but not limited to, vomit, urine, blood, saliva, and feces.

TRASH ENCLOSURES

1. Vendor shall furnish all labor, equipment and materials to provide trash enclosure washing services which include the use of a hot water pressure washer, disposal of water and oil or liquid spill clean-up (including the removal and replacement of trash containers within the enclosure).

2. Vendor shall remove dirt/sludge up to five feet in front of the enclosure doors.

CONTAINMENT

1. Vendor shall prevent wastewater from entering storm drains or any nearby streams. Wastewater shall be collected, contained, and disposed of properly.

2. Vendor shall use a Water Recovery System - Preferably using a containment wash mat for all services performed under this agreement.

3. If the vendor does not treat or recycle its wastewater, approved disposal method shall be the use of a clarifier that is plumbed to the sanitary sewer system (Permits may be required).

BEST MANAGEMENT PRACTICES - CITY CODE

SEC. 22-224. BEST MANAGEMENT PRACTICES (BPM.)

(A) Authorization to adopt and enforce best management practices. The director may adopt requirements establishing appropriate BMPs for any activity, operation or facility which may cause or contribute to pollution or contamination of the storm drain system. If relevant BMPs have been promulgated by the city or any federal, state or county agency for an activity, operation or facility that would otherwise cause the discharge of pollutants to the storm drain system or watercourses, every person undertaking such activity or operation, or owning or operating such facility must implement such BMPs.

(B) Responsibility to implement best management practices. Any person engaged in activities or operations or owning facilities or property that will or may result in pollutants entering the storm drain system, or watercourses, as determined by the director, must implement applicable BMPs to the extent they are technologically and economically achievable to prevent or reduce such pollutants.

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

(2) Minimum BMPs for building or sidewalk pressure washing are to use high pressure and low volume of water with no additives at an average usage of 0.006 gallons per

square foot of surface area to be rinsed, capture all water used in the washing operation, and haul the captured wash water to a legal point of disposal.

(3) Minimum BMPs for landscape irrigation are inspection of irrigation systems to minimize contact with impervious surfaces, and segregation of runoff from the irrigated area following treatment (pesticide or fertilizer application) to prevent introduction of pollutants.

(Ord. No. 2459, 2876)

SEC. 22-225. COMPLIANCE WITH NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT.

Each industrial discharger associated with any construction activity, or any other discharger described in any NPDES permit, must comply with and undertake all other activities required by any applicable NPDES permit with regard to such discharges.

(Ord. No. 2459, 2876)

EQUIPMENT AND SUPPLIES

1. Vendor shall submit a list of products and their specifications for approval by the Public Works Department prior to their use. Vendor is responsible for supplying Safety Data Sheets (SDS) for any and all cleaning liquids, chemicals, solvents, additives, etc., that the Vendor is using. These will be kept on file for immediate access and updated as needed.

2. Vendor 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 service.

SUPERVISION

1. Vendor shall assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled cleaning and special work assignments.

2. The lead person is required to speak, read and understand English.

3. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

4. The supervisory staff must have a minimum of three (3) years' experience in fleet vehicle washing services.

STAFFING

1. A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services.

2. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance.

3. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

SCHEDULE

1. The work schedule shall be determined with each Division Manager prior to entering into an agreement with Vendor. This may either be on a set schedule or requested on an as needed basis.

2. The work schedule shall include the number of employees and their scheduled hours each day throughout the week.

3. Work schedule can be during business hours 8am-6pm or before/after hours.

INVOICING

Each invoice shall include the following information:

- Days and Dates of Services
- Number of employees (names included) including employee title
- City Vehicle Unit Number
- Vehicle Type, Service Type and Price Per Vehicle
- Total Amount Due ● Company Name, Address, Phone, Email and Contact Person
- Copies of daily event log

The Vendor shall invoice each specific City department/division for their vehicle units that are washed.

PAYMENT

1. Unless otherwise agreed in writing by both parties, all invoices shall be payable within thirty (30) business days of the invoice date.

EMPLOYEE CONDUCT

Employees of the Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.

2. Remove any City property or personal property, equipment, monies, form or any other item from the vehicles.

3. Engage in horseplay or loud boisterous behavior.

4. Be under the influence of alcohol or drugs.

5. Gamble.

6. Smoke while working on any vehicle.

EMPLOYEE REMOVAL

1. The City reserves the right to reject any representative of the Vendor's workforce.

2. It shall be the Vendor'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.

3. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

EMPLOYEE APPEARANCE AND IDENTIFICATION

1. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees.

2. The Vendor shall provide each employee with an identification badge and/or uniform.

3. Identification badges may be worn on collared shirts or tee shirts with company logos.

4. Long pants are required.

5. No shorts, skirts, or open-toed shoes are allowed.

SECURITY

1. Only authorized employees of the Vendor are allowed in the facilities at any time. All such employees must be working while inside the facilities.

2. Vendor shall be responsible for all keys issued to Vendor.

3. Vendor shall pay City for all lost key(s), and shall pay for all vehicle(s) re-keying necessary due to the lost key, as determined by City.

PROPERTY DAMAGE

1. The Vendor will be responsible for any damage to vehicles or contents during the performance of the contract.

2. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager in writing.

3. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

ACCOUNTABILITY

1. Failure to perform the above-mentioned duties will result in immediate disqualification. The City reserves the right to terminate this agreement at any point with and without cause.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Final Details, LLC)

SCHEDULE OF COMPENSATION

The Environmental Resources Division operates approximately 103 heavy-duty refuse collection trucks, tractors and trailers. Additionally, the Division operates approximately 24 special use and passenger vehicles. The fleet is staged at the Del Norte Regional Recycling and Transfer Station located at 111 South Del Norte Boulevard in Oxnard.

Passenger and Special Vehicles ADMIN (lx per month) (1st Sat of the month, unless otherwise approved by the Division Manager)

Environmental Resources Vehicles & Trucks	Unit of Measure	Basic Car Wash Exterior Price	Car Wash Exterior/Interior Price
Standard Car - 2 & 4 Door	EACH	27.95	47.95
Pickup Trucks	EACH	27.95	47.95
Stakebed/FlatbedTrucks	EACH	35.95	55.95

Heavy Duty Refuse Collection Trucks. Wash frequency is weekly per unit. Schedule to be determined by the Environmental Resources Division

Environmental Resources Trucks & Heavy-Duty Equipment	Unit of Measure	Basic car Wash Exterior Price	tar Wash Exterior/ Interior Price	Exterior Detail Price	Interior and Exterior Detail Price
Automated Side loader	EACH	59.95	79.95	795.00	1095.00
Rear Loader	EACH	59.95	79.95	795.00	1095.00
Front-End Loader	EACH	59.95	79.95	795.00	1095.00
Roll-Off	EACH	37.95	57.95	495.00	795.00
Transfer Tractor	EACH	37.95	57.95	495.00	795.00
Transfer Trailer	EACH	42.95	62.95	795.00	1095.00

Trash Enclosures As needed

Enclosure Cleaning: Environmental Resources	Unit of Measure	Unit Price
Enclosures	EACH	295.00+
Power Wash	EACH	395.00+
Enclosure Oil or Liquid Spill Clean-Up	EACH	695.00+

Wastewater Division- TO BE SCHEDULED ON AN AS NEEDED BASIS

The Wastewater Division operates approximately 19 passenger vehicles and 15 heavy duty trucks. The fleet is staged at the Oxnard Wastewater Treatment Plant located at 6001Perkins Road, Oxnard CA 93033.

Passenger Vehicles	Unit of Measure	Basic Car Wash Exterior Only Price	carwash Exterior/Interior Price
Standard Car - 2 & 4 Door	EACH	27.95	47.95
Pickup Trucks	EACH	27.95	47.95
Full Size SUV	EACH	29.95	49.95
Sprinter Van	EACH	39.95	59.95
Heavy Duty Trucks	**Unit of Measure**	**Basic car wash Exterior Only Price**	**Car Wash Exterior/Interior Price**
VAC-CON Trucks	EACH	130.00	155.00
Box Truck	EACH	95.00	125.00
Terminal Tractors	EACH	130.00	155.00
Pumper Trucks	EACH	130.00	155.00
Dump Truck	EACH	95.00	120.00
Utility Truck	EACH	37.95	52.95
Roll off	EACH	37.95	52.95
Flat Bed	EACH	37.95	52.95

Streets Division - TO BE SCHEDULED ON AN AS NEEDED BASIS

Pick-up Trucks & Commercial Vehicles	**Unit of Measure**	**Basic car wash Exterior Price**	**CarWash Exterior/Interi or Price**
1/2 Ton Pickup Trucks	EACH	27.95	47.95
3/4 & 1 Ton Pickup Trucks	EACH	27.95	47.95
Box Van	EACH	95.95	125.95
Utility Body Truck	EACH	95.95	125.95
Commercial Dump Trucks	EACH	95.95	125.95
Commercial Pothole Patch Trucks	EACH	130.95	155.95

Fleet Services - TO BE SCHEDULED ON AN AS-NEEDED BASIS

Sedans & **Trucks**		Unit of **Measur e**	**Basic car Wash Exterior Price**	car wash **Exterior/ Interior Price**	**Exterior Detail Price**	**Interior and Exterior** Detail **Price**
Sedan- 2 & 4 Door		EACH	27.95	47.95	165.00	295.00
Full Size SUV		EACH	29.95	49.95	195.00	295.00
1/2 Ton Pickup Truck		EACH	27.95	47.96	165.00	295.00
3/4 and 1 Ton Pickup Truck		EACH	29.95	49.95	195.00	295.00
Utility Body Truck		EACH	29.95	49.95	195.00	295.00

Fire Department

Fire Department vehicles to be scheduled on an as-needed basis.

Vehicle Name	Unit of Measure	Basic car Wash Exterior Price	carwash Exterior/ Interior Price	Exterior Detail Price	Interior and Exterior Detail Price
Sedan	EACH	**27.95**	47.95	165.00	295.00
Compact SUV	EACH	29.95	49.95	245.00	395.00
Full Size SUV	EACH	32.95	52,95	**245.00**	395.00
½Ton Pickup Truck	EACH	27.95	47.95	165.00	295.00
¾ & 1 Ton Pickup Truck	EACH	27.95	47.95	165.00	295.00
Passenger Van	EACH	**34.95**	54.95	**245.00**	395.00
Cargo Trailer	EACH	90.00	**N/A**	**N/A**	**N/A**

EXHIBIT C

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Final Details, LLC)

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (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 $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 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.

1. 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-D. 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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. 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.

3. 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-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. 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.

5. 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.

6. 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.

1/23

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-D.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** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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
□ 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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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 _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Final Details, LLC)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Final Details, LLC)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is 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 currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages,

compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F
TRADE SERVICES AGREEMENT
(CITY of Oxnard and Final Details,LLC)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)

Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

OPTION No.2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): Federal ID Number (or n/a):

_____ _____

By (Authorized Signature):

_____

Printed Name & Title of Person Signing: Date Executed

_____ _____

Executed in the County of_____ in the State of _____

Agreement 32500049 with Final Details, LLC for Citywide Vehicle Mobile Washing and Detailing Services

Public Works and Transportation Committee
July 23, 2024

Eric Zetz
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Final Details, LLC in the amount not to exceed $1,930,000 for an initial term of 14 months from September 1, 2024 to October 31, 2025, with the option for four consecutive one-year period extensions that shall not exceed a total of five years for a final term ending October 31, 2029 for citywide vehicle mobile washing.

BACKGROUND

- Vehicle and commercial vehicle washing is an important element for a safe, clean, and sanitary work environment
- Majority of this agreement relates to the washing of Environmental Resources (ER) refuse collection vehicles
- Due to the nature of ER operations, vehicles are subject to pollutants such as exhaust emissions, engine fluids, refuse, dust, and other debris

DISCUSSION

- May 31, 2024: City issued a formal solicitation for citywide vehicle mobile washing and detailing services with a bid due date of June 26, 2024

- Only one bid was received by the deadline: Final Details LLC who has been determined to be the only responsive bidder

- Final Details, LLC meets all required City contractual obligations including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State

- Final Details, LLC is responsible for washing the City's passenger vehicles and pickup trucks, special use vehicles, and heavy duty refuse collection vehicles
- Services also include power washing of City owned trash enclosures, bins and carts upon request
- Scope of work requires that the contract meet all Municipal Separate Storm Sewer System (MS4) water quality requirements, including compliance with addressing the discharge of water during the cleaning process
- Agreement complies with City Ordinance No. 2806 in reducing stormwater pollutants

FINANCIAL IMPACT

- Cost of this Agreement 32500049 with Final Details, LLC shall not exceed $1,930,000 for a five-year and two-month term from September 1, 2024 through October 31, 2029

- Funding for these services is included in the FY 2024-25 Adopted Budget

- Funding for subsequent fiscal years will be requested during the annual budget process

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

DATE: July 23, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Outline for Future Water Workshop. (20 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Review and provide input on the proposed outline for a future Water Workshop with the City Council; and
2. Recommend that the City Council hold a Water Workshop at one of the September 2024 City Council meetings

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/R9mvz_j6Vt0

BACKGROUND

Drinking water is a complex subject, ranging from very technical operations and testing to legal water rights and adjudication of groundwater basins. Coupled with this is the influence of climate change, with anticipated dryer than normal dry years and wetter than normal wet years. Oxnard, as a retailer of water, is involved in all aspects of the complex water world. Please review the video regarding Oxnard's water operations for additional background:

Oxnard Water Operations Video

DISCUSSION

There are many aspects related to the procurement, treatment, and distribution of drinking water. This includes working with outside agencies to provide safe and reliable drinking water. There are also State and Federal regulations along with legal aspects related to the supply of water for Oxnard's customers.

Because of the ever-changing world of water, staff recommends the City Council hold a water workshop later this calendar year. The intent of the workshop is to provide updates on the complexities of supply, reliability, and costs of local and imported water.

Having a workshop will provide an opportunity for staff from our local agency partners to be present for questions and discussion. These local agencies may include United Water Conservation District, Fox Canyon Groundwater Management Agency, and Calleguas Municipal Water District, should they accept our invitation

to attend.

Staff has provided a proposed outline for the workshop, as follows:

1. Oxnard's water
    a. Operational statistics (customers, total volume averages, etc.)
    b. Sources of potable water - where it comes from/cycle of water
        i. City Groundwater
        ii. Import from Calleguas (Metropolitan Water District)
            1. Delivery to Port Hueneme Water Agency
        iii. Groundwater from United Water
    c. Sustainability/Reliability/Rights of Water
        i. Importance to Oxnard customers
        ii. Protecting rights/perfection of rights
        iii. Cost of water by source
    d. Recycled water (Advanced Water Purification Facility)
        i. Theoretical capacity now
        ii. Future theoretical capacity
        iii. Production average now
            1. Customers
        iv. Recycled Water Pumping Allocation access
        v. Recycled Water delivery agreement
    e. Aquifer Storage and Recovery (ASR)
        i. Project status
        ii. Next steps
        iii. Future uses (indirect potable reuse); theoretical volume
    f. Other Capital Improvement Program (CIP) Projects and Groundwater Recovery Enhancement and Treatment (GREAT) projects
        i. CIP Projects
        ii. AWPF expansion (GREAT)
        iii. ASR well field and indirect potable reuse (GREAT)
        iv. Seawater intrusion barrier (GREAT)
2. Fox Canyon Groundwater Management Agency
    a. Mission
    b. Interaction with the City
    c. Key items
        i. Sustainable Groundwater Management Act
        ii. Groundwater Sustainability Plan
            1. Groundwater ramp down
        iii. Storage of water in the basin
    d. Allocations
        i. Why do we have them
        ii. New ordinance regarding flex allocation
3. Calleguas Municipal Water District
    a. Mission
    b. Interaction with the City
    c. Key items
        i. MWD connection
        ii. Import water/treated water
        iii. Single connection
4. United Water Conservation District
    a. Mission

b. Interaction with the City
c. Key items
    i. Groundwater recharge
    ii. Groundwater provider
    iii. Freeman diversion
    iv. Future CIP projects

5. Groundwater basin adjudication
    a. What is it
    b. Key items
        i. Oxnard impact
            1. Reliability of water
            2. Cost of water - impact to rate payers
            3. Impact to future Oxnard Water CIP projects
    c. Current status
    d. Next steps

Staff is seeking feedback on the above outline before finalizing the workshop. Staff recommends holding the workshop in September 2024, should this item be approved by the Public Works and Transportation Committee.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no fiscal impact with this recommendation.

Prepared by: Michael Wolfe, Public Works Director

ATTACHMENTS

1. Presentation

Outline for a Future Water Workshop

Public Works and Transportation Committee
July 23, 2024

Michael Wolfe, P.E.
Director of Public Works

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee:

1. Review and provide input on the proposed outline for a future Water Workshop with the City Council; and

2. Recommend that the City Council hold a Water Workshop at one of the September 2024 City Council meetings

BACKGROUND

- Complexity of Drinking Water
  - Operations
  - Testing
  - Water rights and allocations
  - Adjudication

- Impact of the climate
  - Availability and how much is needed
    - dry years
    - wet years

- Oxnard's water operations: Oxnard Water Operations Video

DISCUSSION

- Procurement, Treatment, and Distribution
  - Collaboration with external agencies
  - Changing State and Federal regulations; local governances
- Proposal for Water Workshop
  - Update on supply, reliability, and cost complexities

Proposed Workshop Outline

1. Overview of Oxnard's Water
2. Fox Canyon Groundwater Management Agency
3. Calleguas Municipal Water District
4. United Water Conservation District
5. Groundwater Basin adjudication

DISCUSSION

- Workshop intent
  - Updates on changing industry
  - Q&A with City staff and outside agency staff

- Workshop Logistics
  - September 2024
  - Workshop with entire City Council

FINANCIAL IMPACT

There are no fiscal impact with the recommendations.

CITY OF
OXNARD
CALIFORNIA

QUESTIONS?