# CITY OF CARSON
# HOUSING AUTHORITY/
# SUCCESSOR AGENCY/
# PUBLIC FINANCING AUTHORITY/
# CITY COUNCIL AGENDA

**Tuesday, July 21, 2026**
**701 East Carson Street**
**City Hall**

**5:00 PM**

Lula Davis-Holmes, Mayor

Dr. Jawane Hilton, District 1 Councilmember

Cedric L. Hicks, Sr., Mayor Pro Tem and District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

***"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)***

**PUBLIC INFORMATION**

**The public may address the members of the City Council on any matters within the jurisdiction of the City Council or on any items on the agenda of the City Council during the designated public comment periods. There will be two Oral Communication sessions: one for Agendized Items (comment about items ON the agenda) and the other for non-Agendized items (comment about items NOT on the Agenda). The Oral Communications portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on the number of speakers.**

**PUBLIC VIEWING AVAILABLE BY:**

- **Livestream on the City's website: The meeting will be streamed live over the internet via: www.carsonca.gov**
- **Youtube : www.youtube.com/@CityofCarsonCalifornia**
- **Cable TV: Spectrum (Channel 35) and ATT (Channel 99)**

**IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:**

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**
- **Written: Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m., on the day of the meeting. Written comments dropped off at the City Clerk's Office or any e-mail received will not be read aloud at Council Meeting but will be circulated to the City Council and incorporated into the record.**

**PUBLIC COMMENTS CAN BE MADE LIVE DURING ORAL COMMUNICATIONS PORTION OF THE AGENDA.**

- **In Person at Council Chambers: Submitting a Public Comment Card to City Clerk during Council Meeting.**
- **Virtual via Two-way audiovisual platform:**
  - **Join Online: Zoom: https://us06web.zoom.us/j/84636630313?pwd=kmb6K91M9m0U1x2KJcn19fV1g55owL.1**

    **Passcode: 227766**

- **Join via Phone: +1 669 900 6833 US**

  **Meeting ID: 84636630313#**

**CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)**

**ROLL CALL (CITY CLERK)**

**FLAG SALUTE**

**INVOCATION (Item 1)**

1. PASTOR MANNY DELA CRUZ FROM FAMILY IN CHRIST MINISTRY INTERNATIONAL

**CLOSED SESSION (Items 2-3)**

**REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)**

**ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)**

**RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST**

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title(s) of such litigation is/are as follows: Isaias Pulido v. City of Carson, et al (Case No. 24STCV14430); and City of Carson v. James Dear, (Los Angeles Superior Court Case No. 26STRO04193).

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 2 case(s).

**RULES OF DECORUM:**

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

• Treat everyone courteously
• Listen to others respectfully
• Exercise self-control
• Give open-minded consideration to all viewpoints
• Focus on the issues and avoid personalizing debate
• Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions

**RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST**

**REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)**

**INTRODUCTIONS (MAYOR) (Item 4)**

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION

**PRESENTATIONS (Items 5-10)**

5. CERTIFICATE RECOGNIZING COBI OBI AS MAYOR FOR THE DAY

6. CERTIFICATE RECOGNIZING CARSON SELECT GIRLS' TRAVEL BASKETBALL TEAM

7. PROCLAMATION OFFICIALLY RECOGNIZING 2026 AS THE YEAR OF THE CHILD

8. RECOGNIZING LA28 CARSON YOUTH OLYMPICS MEDAL WINNERS

9. PROCLAMATION HONORING DR. CLARA JOHNSON AND THE JUNETEENTH POP-UP MUSEUM

10. SAMOAN HERITAGE FESTIVAL RECAP VIDEO

**ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)**

The public may address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency or on any items on the agenda of the City Council/Housing Authority/Successor Agency, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no morethan three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

**APPROVAL OF MINUTES (Item 11)**

11. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JULY 7, 2026 (REGULAR)
    RECOMMENDED ACTION
    — 1. APPROVE the minutes as listed.

**CONSENT (Items 12-23)**

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

These items are considered to be routine items of business and have, therefore, been placed on the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

12. CONSIDER REPORTS OF ADMINISTRATIVE ACTIONS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JUNE 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)
    RECOMMENDED ACTION
    — 1. RECEIVE and FILE the City Manager contract report, June 2026; and,
    — 2. RECEIVE and FILE the City Manager designee contract report, June 2026; and,
    — 3. RECEIVE and FILE the budget transfer report, June 2026.

13. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD JUNE 1, 2026, THROUGH JUNE 30, 2026, (CITY COUNCIL)
    RECOMMENDED ACTION
    — 1. RECEIVE and FILE this report.

14. CONSIDER ADOPTING MULTIPLE RESOLUTIONS RATIFYING CLAIMS AND DEMANDS, DEMAND CHECKS, AND CO-OP AGREEMENT DEMANDS FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, THE CARSON SUCCESSOR AGENCY, AND THE ENTERPRISE FUND

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-076, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $10,189,044.04 DEMAND CHECK NUMBERS 186025 THROUGH 186335 AND 311 AND 312 FOR GENERAL DEMAND AND THE AMOUNT OF $53,202.00, CHECK NUMBER 1303 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)"; and,

— 2. WAIVE further reading and ADOPT Resolution No. 26-09-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $13,094.03, DEMAND CHECK NUMBERS HA-002128 THROUGH HA-002130 (HOUSING AUTHORITY)"; and,

— 3. WAIVE further reading and ADOPT Resolution No. 26-09-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $954.00, DEMAND CHECK NUMBER SA-002000 (SUCCESSOR AGENCY)"; and,

— 4. WAIVE further reading and ADOPT Resolution No. 26-01-ENT, "A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,041,771.00, DEMAND CHECK NUMBER ENT-000310 AND WIRE NUMBERS ENT-000308 AND ENT-000309 (ENTERPRISE)".

15. CONSIDER RESOLUTION NO. 26-074 OFFICIALLY DECLARING 2026 AS THE YEAR OF THE CHILD IN THE CITY OF CARSON AND ENCOURAGING COMMUNITYWIDE SUPPORT OF YOUTH DEVELOPMENT, EDUCATION, AND FAMILY ENGAGMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. Waive further reading and ADOPT Resolution No. 26-074, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFICIALLY DECLARING 2026 AS THE “YEAR OF THE CHILD” AND AFFIRMING THE CITY’S COMMITMENT TO ADVANCING PROGRAMS, PARTNERSHIPS, AND OPPORTUNITIES THAT SUPPORT THE WELL-BEING, DEVELOPMENT, AND SUCCESS OF CARSON’S YOUTH"

16. CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO NBS GOVERNMENT FINANCE GROUP TO EVALUATE AND IMPLEMENT A CITY-MANAGED STREET LIGHTING ASSESSMENT DISTRICT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE a five-year Professional Services Agreement with NBS Government Finance Group in an amount not to exceed $312,500 to provide consulting services for the evaluation, potential formation, and implementation of a City-managed street lighting assessment district (Exhibit 3); the agreement is structured in phases, with the initial phase not to exceed $84,500 to evaluate the financial, technical, and operational feasibility of the transition before proceeding with subsequent phases; and,

— 2. AUTHORIZE the Mayor to execute the proposed Professional Services Agreement, subject to approval as to form by the City Attorney.

17. CONSIDER APPROVAL OF A GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY TO SUPPORT ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AT THE CITY'S CORPORATE YARD (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Grant of Easement to Southern California Edison Company to facilitate construction, operation, and maintenance of the electrical infrastructure necessary to support the City's electric vehicle charging stations (Exhibit 1); and,

— 2. AUTHORIZE the Mayor to execute the Grant of Easement, following approval as to form by the City Attorney.

18. CONSIDER APPROVING COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-CA-0076 WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ACCEPT UP TO $2,000,000 IN FEDERAL FUNDING FOR ENERGY RESILIENCY AND FACILITY IMPROVEMENTS AT VETERANS PARK AND SPORTS COMPLEX (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Community Project Funding (CPF) Grant Agreement with the U.S. Department of Housing and Urban Development (HUD), authorizing the City to accept and administer $2,000,000 in federal grant funding for the Energy Resiliency at Veterans Park and Sports Complex Project; and,

— 2. AUTHORIZE the Mayor to execute the Grant Agreement and any related grant documents, amendments, certifications, and sub-recipient agreements necessary to implement the project, subject to approval as to form by the City Attorney.

19. CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT (SUB-AWARD AGREEMENT) WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB), INC. TO IMPLEMENT THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY’S BROWNFIELDS JOB TRAINING (BFJT) PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed South Bay Workforce Investment Board, Inc. Agreement in the amount not-to-exceed $500,000; and,

— 2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

20. CONSIDER ADOPTION OF RESOLUTION NO. 26-067, DECLARING CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS REFLECTIONS MINI PARK (ASSESSOR PARCEL NOS. 7334-003-903, 7334-003-906, AND 7334-003-907) EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-067, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS REFLECTIONS MINI PARK (ASSESSOR PARCEL NOS. 7334-003-903, 7334-003-906, AND 7334-003-907) EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B)."

21. CONSIDER APPROVAL OF BLANKET PURCHASE ORDERS FOR PUBLIC WORKS SUPPLIES, MATERIALS, EQUIPMENT, AND SERVICES THROUGH COOPERATIVE PURCHASING AGREEMENTS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures pursuant to Carson Municipal Code (CMC) Section 2610 and AUTHORIZE the use of cooperative purchasing in accordance with CMC Section 2611(g); and,

— 2. AUTHORIZE the City to purchase paint, related supplies, equipment, and services from The Sherwin-Williams Company in an amount not to exceed $135,000 per fiscal year through November 8, 2027, including any authorized contract extensions, pursuant to Sourcewell Contract No. 091323-SHW (Exhibit 1), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605; and,

— 3. AUTHORIZE the City to purchase rental equipment, related products, and services from Herc Rentals Inc. in an amount not to exceed $100,000 per fiscal year through June 11, 2028, including any authorized contract extensions, pursuant to Sourcewell Contract No. 040924-HRC (Exhibit 2), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605; and,

— 4. AUTHORIZE the City to purchase maintenance, repair, and operations (MRO) supplies, parts, equipment, and materials from W.W. Grainger, Inc. in an amount not to exceed $100,000 per fiscal year through December 31, 2027, including any authorized contract extensions, pursuant to OMNIA Partners Contract No. 240078-01 (Exhibit 3), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605.

22. CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO PRO INSTALLATIONS INC. DBA PROSPECTRA CONTRACT FLOORING FOR THE CARSON EVENT CENTER FLOORING REPLACEMENT PROJECT (CITY COUNCIL)
RECOMMENDED ACTION

— 1. AWARD a Public Works Agreement to Pro Installations Inc. dba Prospectra Contract Flooring, the lowest responsive and responsible bidder, for the removal of existing flooring, surface preparation, moisture mitigation, and installation of new flooring materials at the Carson Event Center in an amount not to exceed $87,163.00; and,

— 2. AUTHORIZE the Mayor to execute the proposed Agreement with Pro Installations Inc. dba Prospectra Contract Flooring, following approval as to form by the City Attorney.

23. CONSIDERATION OF REJECTION OF BIDS FOR INVITATION FOR BID (IFB) NO. 26-11, PROJECT NO. PW1833 - CITYWIDE STREET NAME SIGN REPLACEMENT (CITY COUNCIL)
RECOMMENDED ACTION

— 1. REJECT all bids received in response to Invitation for Bid (IFB) No. 26-11, Citywide Street Name Sign Replacement (Project No. PW1833).

**SPECIAL ORDERS OF THE DAY**

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless
extended by order of the Mayor with the approval of the City Council.

**DISCUSSION (Items 24-25)**

24. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;
— 3. CONSIDER and APPOINT members to City Affiliated Organizations;
— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

25. CONSIDERATION OF RESOLUTION NO. 26-078 RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 2, 2026, DECLARING THE RESULT THEREOF AS TO MEASURE FW, DECLARING THAT MEASURE FW FAILED AND WAS NOT ADOPTED, AND SUCH OTHER MATTERS AS PROVIDED BY LAW (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE the Certificate of the Canvass of the Election Returns and Statement of Votes Cast for the June 2, 2026 City of Carson Special Municipal Election, as provided by the Los Angeles County Registrar-Recorder/County Clerk; and,
— 2. WAIVE further reading and ADOPT Resolution No. 26-078, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 2, 2026, DECLARING THE RESULT THEREOF AS TO MEASURE FW, DECLARING THAT MEASURE FW FAILED AND WAS NOT ADOPTED, AND SUCH OTHER MATTERS AS PROVIDED BY LAW".

**ORDINANCE SECOND READING (Item 26)**

26. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-2305, ADDING A NEW CHAPTER 13 (CRIMINAL INFORMATION REWARDS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR CITY OFFERS AND PAYMENT OF REWARDS FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON WHOSE WILLFUL MISCONDUCT RESULTS IN INJURY OR DEATH TO ANY PERSON (CITY COUNCIL)
RECOMMENDED ACTION
— 1. CONDUCT a Second Reading by title only and with full reading waived, and ADOPT Ordinance No. 23-2305, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING A NEW CHAPTER 13 (CRIMINAL INFORMATION REWARDS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR CITY OFFERS AND PAYMENT OF REWARDS FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON WHOSE WILLFUL MISCONDUCT RESULTS IN INJURY OR DEATH TO ANY PERSON".

**ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)**

The public may at this time address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

## COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

## ORAL COMMUNICATIONS (COUNCIL MEMBERS)

## ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

## RECESS TO CLOSED SESSION

## RECONVENE TO OPEN SESSION

## REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

## MEMORIAL ADJOURNMENTS

## ADJOURNMENT

*Date Posted: July 15, 2026*

# CITY OF CARSON

**File #:** **Version:**

# Report to City Council, Successor Agency, and Housing Authority

Tuesday, July 21, 2026, 5:00 PM

APPROVAL OF MINUTES 11.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JULY 7, 2026 (REGULAR)

## I. SUMMARY

The City Clerk's Office is seeking approval of the following minutes:

- Tuesday, July 7, 2026 (Regular)

## II. RECOMMENDATION

APPROVE the minutes as listed.

## III. ALTERNATIVES

None.

## IV. BACKGROUND

None.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. Minutes, July 7, 2026 (Regular)

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Joy Simarago, Deputy City Clerk

**Attachments**

Minutes - CC Reg Mtg 07-07-26.pdf

**CITY OF CARSON**

**MINUTES**

**CARSON CITY COUNCIL/**
**SUCCESSOR AGENCY/HOUSING AUTHORITY**
**REGULAR MEETING**

**TUESDAY, JULY 7, 2026, 5:00 P.M.**

## CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that public comments can be made live during the Oral Communications portion of the agenda by joining online via Zoom. The link is posted on the agenda and available on the City website.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted the Zoom information is available on the City website along with the phone number for a dial in option which was effective July 1, 2026 for the next four years for public comments only.

The meeting was called to order at 5:05 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

## ROLL CALL (CITY CLERK)

**City Clerk/Agency Secretary/Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:**

**Council Members/Agency Members/Authority Board Members Present:**

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes
Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr.
Council Member/Agency Member/Authority Board Member Jim Dear
Council Member/Agency Member/Authority Board Member, Dr. Jawane Hilton
Council Member/Agency Member/Authority Board Member Arleen Rojas

**Also Present:**
Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Executive Director; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency Management; William Jefferson, Director of Finance; Nathan Freemen, Director of Community and Economic Development; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; Michael George, Government Affairs Officer; Reata Kulcsar, Energy and Sustainability Officer; and Kourtney Cullors, Chief Deputy City Clerk

## FLAG SALUTE

Council Member/Agency Member/Authority Board Member Dear led the Pledge of Allegiance.

## INVOCATION (Item 1)

1. PASTOR JIMMY ORELLANA FROM CALVARY LIFE CHURCH

Pastor Jimmy Orellana gave the invocation.

## CLOSED SESSION (Items 2-4)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)
— A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in three cases.

**ACTION: No reportable action was taken**

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding existing litigation to which the City of Carson is a party. The titles of such litigation is as follows: Lourdes Martinez v. City of Carson, et al., Los Angeles County Superior Court Case No.24SCMCV0191; Valencia Haralson v. City of Carson, Los Angeles County Superior Court Case No.25CMCV02211; Ruben Jaquez v. City of Carson, Los Angeles Superior Court Case No. 25CMCV00872; and Brittany Young v. City of Carson, Los Angeles County Superior Court Case No. 26CMCV01039.

**ACTION: Matter of Lourdes Martinez v. City of Carson - No reportable action was taken**

**Matter of Valencia Haralson v. City of Carson - Not discussed**

**Matter of Ruben Jaquez v. City of Carson - No reportable action was taken**

**Matter of Brittany Young v. City of Carson - No reportable action was taken**

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL) — A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in one potential case.

**ACTION: Will take up item later in the meeting**

**At 9:59 P.M., City/Agency/Authority Attorney Soltani reported litigation was authorized.**

## REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

None.

## ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani announced the Closed Session items.

## RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was recessed at 5:15 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)

## RULES OF DECORUM:

A recording of the Rules of Decorum was presented at the beginning of the meeting.

## RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was reconvened at 6:50 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

## REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani gave the Closed Session Report.

## UPDATE FROM THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Susanne Kluh, General Manager from the Greater Los Angeles County Vector Control District, gave a slide presentation update (mosquitoes, black fly, midge, West Nile Virus Activity, etc.).

Questions were asked and answered.

**INTRODUCTIONS (MAYOR) (Items 5-6)**

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 7:21 PM

Item No. 5 was heard after Item No. 7.

Captain Norman provided a report on recent law enforcement activities and a crime report.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked about additional effort such as drones being put into the street takeover issues. Captain Norman clarified that Carson Sheriffs do not have a drone program as it is against their policy.

Discussion ensued regarding the use of drones to investigate street takeover issue and use of illegal fireworks.

Director Garcia discussed the Public Safety and Emergency Management Department conducted drone enforcement on fireworks and street takeover issue.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked Director Garcia to look into the ordinance that the City of Anaheim uses for fireworks.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. inquired about the status of the implementation of cameras in the major intersections and license plate readers.

(Council Member/Agency Chairman/Authority Board Member, Dr. Hilton exited the meeting at 7:44 P.M.)

Assistant City Manager, Dr. Lennox responded to his question.

6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE- 7:48 PM

Battalion Chief Wade Kelsey announced that he is the newly appointed Acting Assistant Fire Chief of Division 1 for the Los Angeles County Fire Department.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting at 7:48 P.M.)

Acting Assistant Fire Chief Kelsey noted Assistant Fire Chief Kane is on extended leave and sends his regards.

Acting Assistant Fire Chief Kelsey gave an activities report during the month of June and reported a robust staffing plan for the Fourth of July holiday.

Council Member/Agency Member/Authority Board Member Dear asked if there were fires or injuries reported during the Fourth of July holiday. Acting Assistant Fire Chief Kelsey responded to his question.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks. Sr. asked about the details of the lithium battery fire that Acting Assistant Fire Chief Kelsey mentioned in his report. Acting Assistant Fire Chief Kelsey responded on June 5, 2026 there was a structure fire at 21926 Vermont Avenue which was due to a small lithium battery that malfunctioned and caught fire.

**PRESENTATIONS (Items 7-14)**

7. CERTIFICATE RECOGNIZING CLARA JOHNSON

Item No. 7 was heard after Item No. 14.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued this item.

8. JUNETEENTH CELEBRATION RECAP VIDEO

Item No. 8 was heard after Item No. 12.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. exited the meeting.)

Staff presented the Juneteenth Celebration Recap Video.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. reentered the meeting.)

9. LA28 DAY OF SPORT RECAP VIDEO

Staff presented the LA28 Day of Sport Recap video.

10. PROCLAMATION RECOGNIZING PARKS AND RECREATION MONTH

Item No. 10 was heard after Item No. 6.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. recognized the Parks and Recreation Commission, read, and presented the proclamation recognizing Parks and Recreation Month to the Parks and Recreation Commission Chair Shannon Lawrence.

Chair Shannon Lawrence recognized Parks and Recreation Commission members Kimberly Cortado, Rudolfo Brillantes, Edwina Hunter, and Cesar Dahilig, Jr., who were in attendance. He offered comments and words of gratitude.

11. PROCLAMATION RECOGNIZING AMERICAN INDEPENDENCE DAY AND THE 250TH ANNIVERSARY OF THE ADOPTION OF THE DECLARATION OF INDEPENDENCE ON JULY 4, 1776

Council Member/Agency Member/Authority Board Member, Dr. Hilton recognized the Veterans Affairs Commission and read the proclamation recognizing American Independence Day and the

250th Anniversary of the Adoption of the Declaration of Independence on July 4, 1776. He presented the proclamation to Chair Karl Wilvert along with the Veterans Affairs Commission members who were in attendance. He offered comments and words of gratitude.

12. PROCLAMATION RECOGNIZING FILIPINO AMERICAN FRIENDSHIP DAY / COMMUNITY FRIENDSHIP DAY

Item No. 12 was heard after Item No. 11.

Council Member/Agency Member/Authority Board Member Rojas introduced Jason Lustino, Founder of SoCal Filipinos, and John Eric Pabalan who was not present. She read the proclamation recognizing Filipino American Friendship Day / Community Friendship Day and presented to Jason Lustino who offered comments and words of gratitude.

Council Member/Agency Member/Authority Board Member Rojas introduced and presented the proclamation to the Junior New System (Mark Omera, Jascel Valencia, Jeb Valencia, and Mars Visda). Mars Visda offered comments and words of gratitude.

13. PROCLAMATION RECOGNIZING DISABILITY AWARENESS MONTH

Item No. 13 was heard after Item No. 11.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. recognized the Human Relations Commission and July as Disability Awareness Month, read the proclamation and presented to the commission. Disability Advocate Luz Padua recognized her fellow commissioners who were in attendance, offered comments and words of gratitude. Vice Chair Jessica Ramos offered comments and words of gratitude.

14. RECOGNIZING CARSON CITY MANAGER, DAVID C. ROBERTS, JR., FOR BEING NAMED 2026 CITY MANAGER OF THE YEAR AND A TOP 10 CITY MANAGER BY GOV BUSINESS REVIEW

Item No. 14 was heard after the Greater Los Angeles Vector Control District update.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes acknowledged and congratulated City Manager David Roberts, Jr. on being recognized by Gov Business Review as Best City Manager of the Year 2026 in California.

City Manager Roberts, Jr. offered comments and words of gratitude.

Mayor and City Council offered congratulatory comments.

After Item No. 12, Mayor and City Council had a picture taken with City Manager Roberts, Jr.

**ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)**

This item was heard after Item No. 9.

Kyle Patterson - Item No. 31

Read letter a from Liliana Hernandez regarding a construction job site in Carson with no labor standards

**APPROVAL OF MINUTES (Item 15)**

15. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JUNE 16, 2026 (REGULAR)- 9:08 PM

Item No. 15 was heard after Oral Communications For Matters Not Listed on the Agenda (Members of the Public).

**Motion To Approve submitted by Jim Dear seconded by Cedric L. Hicks Sr. resulting in 5-0-0-0-0**

**CONSENT (Items 16-29)**

**Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0**

16. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MAY 31, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

**ACTION: Item No. 16 was approved on Consent.**

17. CONSIDER RESOLUTION NO. 26-072, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,342,014.76 DEMAND CHECK NUMBERS 185579 THROUGH 186024 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-072, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,342,014.76 DEMAND CHECK NUMBERS 185579 THROUGH 186024."

**ACTION: Item No. 17 was approved on Consent.**

18. CONSIDER CANCELING THE AUGUST 18, 2026, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE canceling the August 18, 2026, Regular City Council Meeting by minute order.

**ACTION: Item No. 18 was approved on Consent.**

19. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

**ACTION: Item No. 19 was approved on Consent.**

20. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR CITYWIDE PROFESSIONAL GRANT WRITING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 with California Consulting, Inc. to exercise the final one-year term extension and increase the contract consideration by $66,000 (Exhibit 1; the "Amendment"); and,

— 2. AUTHORIZE the Mayor to execute the Amendment, following approval as to form by the City Attorney.

**ACTION: Item No. 20 was approved on Consent.**

21. CONSIDER TAKING A POSITION OF SUPPORT AND JOINING THE COALITION LED BY CALIFORNIA ASSOCIATION OF JOINT POWERS AUTHORITIES ADVOCATING FOR TORT REFORMS TO MINIMIZE LIABILITY AND RISK FOR PUBLIC AGENCIES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of SUPPORT and DIRECT staff to issue a statement confirming the City's support to join the coalition letter.

**ACTION: Item No. 21 was approved on Consent.**

22. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN VIRGINIA GARCIA, ISIDORA CALDERON, OSVALDO OSUNA AND CITY OF CARSON AND OMAR COLLINS

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiffs Virginia Garcia, Isidora Calderon, and Osvaldo Osuna and City of Carson and Omar Collins;

— 2. AUTHORIZE the Mayor to execute the Agreement.

**ACTION: Item No. 22 was approved on Consent.**

23. CONSIDER APPROVAL OF NEW YORK LIFE INSURANCE POLICY PREMIUM RATE ADJUSTMENTS FOR RENEWAL EFFECTIVE JULY 1, 2026, FOR CONTINUED PROVISION OF BASIC LIFE, AD&D,

VOLUNTARY LIFE, SHORT TERM DISABILITY AND LONG-TERM DISABILITY BENEFITS TO CITY EMPLOYEES AND EMPLOYEE ASSISTANCE AND WELLNESS PROGRAMS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the premium rate adjustments set forth in the renewal letter for the New York Life policies for Basic Life, Accidental Death and Dismemberment (AD&D), Voluntary Life Insurance, Short Term Disability and Long-Term Disability benefits effective July 1, 2026, with a rate guarantee for 24 months.

**ACTION: Item No. 23 was approved on Consent.**

24. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES INC. FOR CONTINUED LANDSCAPE MEDIAN MAINTENANCE SERVICES THROUGH AUGUST 7, 2026, TO ENSURE SERVICE CONTINUITY PENDING COMPLETION OF THE CITY'S COMPETITIVE PROCUREMENT PROCESS AND AWARD OF A NEW LONG-TERM AGREEMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Mariposa Landscapes, Inc. for continued landscape median maintenance services through August 7, 2026, increasing the contract amount by $86,349, for a revised total not-to-exceed contract amount of $951,645, thereby providing sufficient funding to complete the initial three-year term of the Agreement; and,

— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Agreement with Mariposa Landscapes, Inc., in a form approved by the City Attorney.

**ACTION: Item No. 24 was approved on Consent.**

25. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION FOR CONTINUED LANDSCAPE MEDIAN MAINTENANCE SERVICES THROUGH AUGUST 1, 2026, TO ENSURE SERVICE CONTINUITY PENDING COMPLETION OF THE CITY'S COMPETITIVE PROCUREMENT PROCESS AND AWARD OF A NEW LONG-TERM AGREEMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Swayzer Corporation for continued landscape median maintenance services through August 1, 2026, increasing the contract amount by $51,712, for a revised total not-to-exceed contract amount of $768,472, thereby providing sufficient funding to complete the initial three-year term of the Agreement; and,

— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Agreement with Swayzer Corporation, in a form approved by the City Attorney.

**ACTION: Item No. 25 was approved on Consent.**

26. CONSIDER ADOPTING RESOLUTION NO. 26-070, RESCINDING AND SUPERSEDING RESOLUTION NO. 26-052 TO REVISE THE FISCAL YEAR 2026-2027 SENATE BILL 1 (SB 1) PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION FUNDING UNDER THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, AND CONSIDER ADOPTING RESOLUTION NO. 26-071 AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND CAPITAL IMPROVEMENT PROGRAM (CIP) FUND TO REALLOCATE SB 1 FUNDING TO PROJECT NO. PW1608, MARTIN LUTHER KING JR. STREET REHABILITATION PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-070, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017"; and

— 2. WAIVE further reading and ADOPT Resolution No. 26-071, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND," reallocating the previously approved $6,200,000 in SB 1 funds to Project No. PW1608, Martin Luther King Jr. Street Rehabilitation Project; and,

— 3. AMEND the Fiscal Year 2026-2027 Capital Improvement Program (CIP) Plan to reflect the revised SB 1 project funding allocation.

**ACTION: Item No. 26 was approved on Consent.**

27. CONSIDERATION OF AN EASEMENT AGREEMENT WITH BSREP III DOMINGUEZ LLC FOR THE ACCEPTANCE OF A SIDEWALK EASEMENT AT 2001 E. DOMINGUEZ STREET TO FACILITATE PUBLIC SIDEWALK IMPROVEMENTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT and APPROVE the proposed Easement Agreement with BSREP III for a 390 sq. ft easement area to accommodate public sidewalk improvements and related purposes; and,

— 2. AUTHORIZE the City Manager to execute the proposed Easement Agreement and take all actions necessary to cause the agreement to be recorded with the Los Angeles County Recorder's Office.

**ACTION: Item No. 27 was approved on Consent.**

28. CONSIDER ADOPTION OF RESOLUTION NO. 26-034, APPROVING FUNDING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON FOR PROJECT NO. 1688: TRAFFIC SIGNAL SYNCHRONIZATION (TSSP) - AVALON BOULEVARD FROM 126TH STREET TO SEPULVEDA BOULEVARD AND CONSIDER ADOPTION OF RESOLUTION NO. 26-069, AMENDING

THE FISCAL YEAR 2026–27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-034 “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING FUNDING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON FOR PROJECT NO. 1688: TRAFFIC SIGNAL SYNCHRONIZATION (TSSP) - AVALON BOULEVARD FROM 126TH STREET TO SEPULVEDA BOULEVARD”; and,

— 2. AUTHORIZE the Mayor to execute the proposed Funding Agreement between the City and the County of Los Angeles, following approval as to form by the City Attorney; and,

— 3. AUTHORIZE the Mayor to sign the proposed Letter of No Obligation between the City, the County of Los Angeles, and the Los Angeles Department of Water and Power; and,

— 4. WAIVE further reading and ADOPT Resolution No. 26-069, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND", adding the additional $492,800 Proposition C funds; and,

— 5. AMEND the FY26-27 CIP Plan to reflect the update to the project funding.

**ACTION: Item No. 28 was approved on Consent.**

29. REVIEW THE AMENDED AND RESTATED FISCAL YEAR 2026/27 BUDGETS FOR CITY-WIDE SPECIAL EVENTS/FUND 244 AND COMMUNITY SERVICES SPECIAL EVENT/FUND 101 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

**ACTION: Item No. 29 was approved on Consent.**

## SPECIAL ORDERS OF THE DAY

None.

## DISCUSSION (Items 30-32)

30. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. DISCUSS this report.

**ACTION:** Director Freeman gave an update on City projects.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested another walk through with Carson realtors and staff to organize a meet and greet with Faring Capital to allow Carson

based realtors the opportunity to sell homes. Director Freeman and City Manager Roberts, Jr. responded to her request.

31. CONSIDER ADOPTION OF RESOLUTION NO. 26-073, RATIFYING DEVELOPMENT IMPACT FEE (DIF) CREDITS FOR THE ENVISION CARSON MIXED-USE PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-073, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA RATIFYING DEVELOPMENT IMPACT FEE (DIF) CREDITS IN THE AMOUNT OF $3,652,660.62 ASSOCIATED WITH THE DEMOLITION OF THE FORMER IMPERIAL AVALON MOBILE ESTATES FOR THE ENVISION CARSON MIXED-USE PROJECT AND AUTHORIZING APPLICATION OF THOSE CREDITS TO THE CURRENT DEVELOPMENT IMPACT FEE INVOICE FOR LOTS 1 AND 3."

Director Freeman gave a report.

**Motion To Approve submitted by Dr. Jawane Hilton seconded by Arleen Bocatija-Rojas resulting in 5-0-0-0-0**

32. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 9:15 PM

RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

**ACTION: The Mayor and City Council took the following actions:**

**Public Works Commission**

**Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Uzoma Mmeje as Alternate 2 to the Public Works Commission.**

**Motion to ratify the Mayor's appointment of Uzoma Mmeje as Alternate 2 to the Public Works Commission submitted by Council Member Dear seconded by Mayor Davis-Holmes resulting in 5-0-0-0-0**

**Council Member/Agency Member/Authority Board Member, Dr. Hilton appointed Dr. Ta-Taneisha Thames as his uncontested appointment to the Public Works Commission.**

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting.)

**Mobilehome Park Rental Review Board**

**Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Drake Nelson as Resident Homeowner Member (uncontested appointment) to the Mobilehome Park Rental Review Board.**

## ORDINANCE SECOND READING (Item 33)

33. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 26-2610 ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 26-2010, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS."

**Motion To Approve submitted by Jim Dear seconded by Cedric L. Hicks Sr. resulting in 5-0-0-0-0**

## ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

This item was heard after Oral Communications For Matters Listed on the Agenda (Members of the Public).

Genesis Rodriguez, on behalf of the Los Angeles County Sanitation Districts and the Clean Waterworks Education Foundation

Invited everyone to the Inaugural Clean and Green Festival, Saturday, August 1, 2026 from 10:00 A.M. to 2:00 P.M. at the A. K. Warren Water Resource Facility, Carson; thanked Director Whittiker, Jr. and the parks team for their support

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Director Whittiker, Jr. and staff for their assistance with the joint venture with A. K. Warren Water Resource Facility. She requested buses be provided at the parks for transporting kids to the Inaugural Clean and Green Festival. Director Whittiker, Jr. responded in the affirmative.

Robert Lesley

Spoke about the trip to the Board of Supervisors on June 23, 2026 regarding the Weingart Project

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked City Manager Roberts, Jr. to explain the City's action in 2022 regarding the Weingart Project. City Manager Roberts, Jr. provided an explanation.

Council Member/Agency Member/Authority Board Member Dear asked staff to confirm the City's action regarding the Weingart Project. City Manager Roberts, Jr. responded to his question and offered comments regarding the City Housing Element.

Director Freeman offered comments regarding the Weingart Project.

Norma Jackson

Spoke in opposition of the Weingart Project

## COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

## ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Dear provided an update on past events he attended on behalf of the City including guest speaking at Bethel Baptist Church for their annual Father's Day Church Service.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked the status of the following:

- Mills Park Project Timeline
- E-Bike Ordinance
- Hardscape median clean up around the SouthBay Pavilion Mall

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. provided an update on past events he attended on behalf of the City and announced the following:

- Property Tax 101 Workshop, July 8, 2026, from 6:00 P.M. to 8:00 P.M.
- FOU Family Community Barbecue, July 18, 2026, from 11:00 A.M. to 5:00 P.M., at Calas Park
- Encouraged everyone to see the MOANA movie

Council Member/Agency Member/Authority Board Member, Dr. Hilton stated he attended the Fireworks Drone Show at Dignity Health Sports Park and requested staff to explore an actual permitted Fireworks Show for the residents to enjoy for next year. He provided an update on past events he attended on behalf of the City and announced his birthday is tomorrow.

Council Member/Agency Member/Authority Board Member Rojas stated she attended the Fireworks Drone Show which was a great event. She thanked Director, Dr. Rodgers, Jr. for coming to the Scottsdale Community Meet and Greet. She thanked Sharefest, Marathon Petroleum, and Los Angeles Unified School District for the Beautification Project at Catskill Elementary School.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes invited everyone to sing the Happy Birthday song to Council Member, Dr. Hilton and City Clerk, Dr. Bradshaw.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the following from staff:

- Lock in two events for an actual Fireworks Show and incorporate a Street Fair for next year
- Revisit the Dominican Republic to bring them on as a sister City

She thanked staff for their hard work.

## ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

## RECESS TO CLOSED SESSION

This item was heard after the Memorial Adjournments.

The meeting was recessed at 9:50 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

## RECONVENE TO OPEN SESSION

The meeting was reconvened at 9:59 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. except Council Member Dear absent.

## REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

City/Agency/Authority Attorney Soltani gave a report on the following:

Closed Session Item No. 4

ACTION: Litigation was authorized

## MEMORIAL ADJOURNMENTS

This item was heard after Oral Communications (Council Members).

Council Member/Agency Member/Authority Board Member Rojas announced that Samson C. Labasan passed away on May 28, 2026 and shared his memory.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw presented the following Memorial Adjournment Requests:

Ijeoma Rita Udegbunam

Booker T. Amos, Jr.

Samson C. Labasan

Eugene H. Logan

Annie Mavis Clayton

Eddie Moton

Raymond Clifford Jones

Jeffrey Stephens

Leonard Kiles

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add Eric Washington and Nia Jenkins to the Memorial Adjournment Requests.

Director Whittiker, Jr. requested to add Gladys Bynum to the Memorial Adjournment Requests.

Council Member/Agency Member/Authority Board Member, Dr. Hilton gave a prayer.

**ADJOURNMENT**

The meeting was adjourned at 9:59 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr.

_____

Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

_____

Signature

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER REPORTS OF ADMINISTRATIVE ACTIONS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JUNE 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)

## I. SUMMARY

Pursuant to Carson Municipal Code (CMC) Sections 2604 and 2955.1, Staff is presenting the monthly report of contracts and contract amendments executed under the City Manager's or designee's authority, as well as interdepartmental budget transfers approved under the City Manager's or delegated authority, for the month of June 2026. These reports are provided for City Council information and transparency regarding actions taken under delegated authority.

## II. RECOMMENDATION

TAKE the following actions:

1. RECEIVE and FILE the City Manager contract report, June 2026; and,
2. RECEIVE and FILE the City Manager designee contract report, June 2026; and,
3. RECEIVE and FILE the budget transfer report, June 2026.

## III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with applicable law.

## IV. BACKGROUND

On January 9, 2024 (Item No. 27), Council approved Ordinance No. 23-2309 amending various sections of Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code. Ordinance No. 23-2309 increased the City Manager's authority to procure materials, supplies, equipment, services and professional services from $25,000 to $75,000. Section 2604 now requires the City Manager to, once per month, present to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority.

Similarly, on February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now requires that once per month during a regular City Council meeting, a list of all interdepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council.

This report is submitted in compliance with the reporting requirements established by CMC Sections 2604 and 2955.1 for the reporting period of June 2026.

## V. FISCAL IMPACT

There is no fiscal impact associated with receiving and filing this report. The report is informational only and does not authorize additional expenditures or budget appropriations.

## VI. EXHIBITS

1. Contract Report – City Manager – (June 2026)
2. Contract Report – Designee – (June 2026)
3. Budget Transfer Report – (June 2026)

**Attachments**

Contract Report - City Manager - June 2026.pdf

Contract Report - Designee - June 2026.pdf

Budget Transfer Report – (June 2026)

| Signatory Holder | Original/ Amendment | Contract Number | Vendor Name | Vendor Number | Category | Description of Service | Sum | Department | Effective Date (Attestation Date - pg 1) | Expiration Date | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| D ROBERTS | Original | 26-105 | PABLO CERVANTES | 4774 | CONSULTANT | MURAL ARTWORK, FOISIA/STEVENSON/VSC PARK | $48,027.00 | CS / P&R | 5/28/2026 | 5/27/2027 | |
| D ROBERTS | Original | 26-106 | MIXONE SOUND | 8890 | CONSULTANT | HUMAN RESOURCES DIRECTOR RECRUITMENT | $28,000.00 | HR | 6/8/2026 | 6/7/2027 | |
| D ROBERTS | Amendment No. 3 | 21-084 | ADVANTEC CONSULTING ENGINEERS INC. | 7254 | CONSULTANT | TRAFFIC SIGNAL DESIGN SERVICES | $195,371.37 | PW | 6/3/2026 | 6/30/2027 | Extend term only. 6/30/2026 to 6/30/2027 |
| D ROBERTS | Original | 26-111 | TRANE U.S. INC. | 6970 | CONTRACTOR | BAS EQUIPMENT WIRING SERVICES | $13,797.00 | PW | 6/8/2026 | 6/7/2026 | NTP, 30 days |
| D ROBERTS | Amendment No. 1 | 26-076 | FAIRBANK MASLIN MAULLIN | 3775 | CONSULTANT | PUBLIC OPINION SURVEY, 11/2026 BALLOT | $74,990.00 | CMO / HOUSING | 6/24/2026 | 4/27/2027 | |
| D ROBERTS | Original | 26-118 | SKYE DREAMS, LLC | 8692 | CONSULTANT | JULY 4TH DRONE LIGHT SHOW | $67,500.00 | CS / P&R | 6/18/2026 | 6/17/2027 | |
| D ROBERTS | Original | 26-119 | CUSTOM SIGNS, INC. | 7846 | CONSULTANT | STEVENSON PARK SCOREBOARDS | $10,621.00 | CS / P&R | 6/24/2026 | 6/23/2027 | |
| D ROBERTS | Original | 26-120 | WILLDAN ENGINEERING | 6240 | CONSULTANT | CODE ENFORCEMENT PROGRAM ANALYSIS | $32,400.00 | PS | 6/25/2026 | 6/24/2027 | |
| D ROBERTS | Original | 26-126 | JOVENVILLE, LLC dba WE THE CREATIVE | 8701 | CONSULTANT | COMMUNICATIONS PLAN | $74,950.00 | PIO | 6/30/2026 | 6/29/2027 | |

| Signatory Holder | Original/ Amendment | Contract Number | Vendor Name | Vendor Number | Category | Description of Service | Sum | Department | Effective Date (Attestation Date - pg 1) | Expiration Date | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| M WHITTIKER | Original | 26-107 | HUDSON AUDIO WORKS | 7024 | EVENT SERVICE PROVIDE AGREEMENT | 2026 JUNETEENTH CELEBRATION | $2,500.00 | CS / P&R | 06/13/2026 * | | |
| M WHITTIKER | Original | 26-108 | MIXONE SOUND | 2703 | EVENT SERVICE PROVIDE AGREEMENT | 2026 JUNETEENTH CELEBRATION | $5,500.00 | CS / P&R | 06/13/2026 * | | |
| M WHITTIKER | Original | 26-109 | KARYN RILES | 8907 | EVENT SERVICE PROVIDE AGREEMENT | 2026 JUNETEENTH CELEBRATION | $490.00 | CS / P&R | 06/13/2026 * | | |
| R LENNOX | Original | 26-110 | MORIAH ALISON BRACHT | 8909 | EVENT SERVICE PROVIDE AGREEMENT | 2026 JUNETEENTH CELEBRATION | $500.00 | CMO / MM | 06/13/2026 * | | |
| M WHITTIKER | Original | 26-114 | JASON PEREIRA | 7514 | EVENT SERVICE PROVIDE AGREEMENT | 2026 SAMOAN HERITAGE FESTIVAL | $5,000.00 | CS / P&R | 06/27/2026 * | | |
| M WHITTIKER | Original | 26-115 | C2R PRODUCTIONS LLC | 4750 | EVENT SERVICE PROVIDE AGREEMENT | LA28 DAY OF SPORTS JUNIOR OLYMPICS | $1,750.00 | CS / P&R | 06/24/2026 * | | |
| M WHITTIKER | Original | 26-116 | ALIIONUU S.W. MOEAI | 8911 | EVENT SERVICE PROVIDE AGREEMENT | 2026 SAMOAN HERITAGE FESTIVAL | $600.00 | CS / P&R | 06/27/2026 * | | |
| M WHITTIKER | Original | 26-117 | REX TIUMALU | 8582 | EVENT SERVICE PROVIDE AGREEMENT | 2026 SAMOAN HERITAGE FESTIVAL | $250.00 | CS / P&R | 06/27/2026 * | | |
| R LENNOX | Original | 26-125 | TYCO TECHNOLOGY GMBH dba JOHNSON CONTROLS | 8810 | CONSULTANT | VISITOR MANAGEMENT SYSTEM | $31,360.90 | PS | 6/30/2026 | 6/29/2027 | ACM ON BEHALF OF CM |

# JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 14 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10909240 | 6009 | | AW | | T | Landscaping Services City | | 5,000.00 | |
| | 101-90-901-101-6009- | | | | | | Materials & Supplies | | | |
| 2 | 10909240 | 6004 | | AW | | T | Landscaping Services City | 5,000.00 | | |
| | 101-90-901-101-6004- | | | | | | Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 15 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100870 | 6157 | | AW | | T | Shirts/Bus. Cards for Comm | | 2,500.00 | |
| | 101-90-950-152-6157- | | | | | | CS PkRec Comm Stipend | | | |
| 2 | 10909190 | 6157 | | AW | | T | Shirts/Bus. Cards for Comm | | 1,000.00 | |
| | 101-90-950-154-6157- | | | | | | Youth Commission Stipend | | | |
| 3 | 10909280 | 6157 | | AW | | T | Shirts/Bus. Cards for Comm | | 1,000.00 | |
| | 101-90-960-155-6157- | | | | | | Senior Citizens Advise Stipend | | | |
| 4 | 10909240 | 6009 | | AW | | T | Shirts/Bus. Cards for Comm | 4,500.00 | | |
| | 101-90-901-101-6009- | | | | | | Materials & Supplies | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 37 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10555100 | 6020 | | AW | | T | Employee Uniform Purchases | | 6,000.00 | |
| | 101-55-552-101-6020- | | | | | | CPU Hardware and Software | | | |
| 2 | 10555200 | 6056 | | AW | | T | Employee Uniform Purchases | | 3,000.00 | |
| | 101-55-553-101-6056- | | | | | | Training | | | |
| 3 | 10555120 | 6016 | | AW | | T | Employee Uniform Purchases | 9,000.00 | | |
| | 101-55-552-250-6016- | | | | | | Employee Uniform | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 38 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100840 | 6056 | | AW | | T | Adobe Pro and Creative Clo | | 5,000.00 | |
| | 101-90-950-101-6056- | | | | | | CS Operations Training | | | |
| 2 | 10100840 | 6017 | | AW | | T | Adobe Pro and Creative Clo | 5,000.00 | | |
| | 101-90-950-101-6017- | | | | | | Subscriptions & Publications | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 39 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100290 | 6004 | | AW | | T | Adobe Subscriptions for st | | 2,000.00 | |
| | 101-60-620-101-6004- | | | | | | Operations Pro Svcs | | | |
| 2 | 10100290 | 6017 | | AW | | T | Adobe Subscriptions for st | 2,000.00 | | |
| | 101-60-620-101-6017- | | | | | | Subscriptions & Publications | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 43 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10401010 | 6004 | | AW | | T | Adobe Software Subscriptio | | 500.00 | |
| | 101-40-100-101-6004- | | | | | | Professional Services | | | |
| 2 | 10401010 | 6017 | | AW | | T | Adobe Software Subscriptio | 500.00 | | |
| | 101-40-100-101-6017- | | | | | | Subscriptions & Publications | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 44 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 44 | BUA | 06/01/2026 | 06/01/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505050 | 6004 | | AW | | T | Adobe subscription & trave | | 11,800.00 | |
| | 101-50-505-101-6004- | | | | | | Professional Services | | | |
| 2 | 10505050 | 6017 | | AW | | T | Adobe subscription & trave | 5,800.00 | | |
| | 101-50-505-101-6017- | | | | | | Subscriptions & Publications | | | |
| 3 | 10505050 | 6014 | | AW | | T | Adobe subscription & trave | 6,000.00 | | |
| | 101-50-505-101-6014- | | | | | | Conference and Travel | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 70 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10555140 | 8004 | | AW | | T | EOC Supplies and Food Item | | 16,000.00 | |
| | 101-55-552-127-8004- | | | | | | Equipment | | | |
| 2 | 10555200 | 6009 | | AW | | T | EOC Supplies and Food Item | 16,000.00 | | |
| | 101-55-553-101-6009- | | | | | | Materials & Supplies | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 71 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100930 | 6004 | | AW | | T | Water Slide Restoration | | 2,700.00 | |
| | 101-90-950-256-6004- | | | | | | CS C Crest Pk Pro Svcs | | | |
| 2 | 10100930 | 6009 | | AW | | T | Water Slide Restoration | | 1,593.89 | |
| | 101-90-950-256-6009- | | | | | | CS C Crest Pk Supplies | | | |
| 3 | 10100930 | 6011 | | AW | | T | Water Slide Restoration | | 1,200.00 | |
| | 101-90-950-256-6011- | | | | | | CS C Crest Pk Telephone | | | |
| 4 | 10100930 | 6027 | | AW | | T | Water Slide Restoration | | 15,000.00 | |
| | 101-90-950-256-6027- | | | | | | Non-Capital Tools/Equipment | | | |
| 5 | 10909170 | 6004 | | AW | | T | Water Slide Restoration | 20,493.89 | | |
| | 101-90-950-605-6004- | | | | | | Aquatic-Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

# JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 72 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10101080 | 6009 | | AW | | T | Water Slide Restoration | | 1,200.00 | |
| | 101-90-950-680-6009- | | | | | | CS Mini Parks Supplies | | | |
| 2 | 10101080 | 6027 | | AW | | T | Water Slide Restoration | | 12,500.00 | |
| | 101-90-950-680-6027- | | | | | | Non-Capital Tools/Equipment | | | |
| 3 | 10101080 | 6078 | | AW | | T | Water Slide Restoration | | 2,500.00 | |
| | 101-90-950-680-6078- | | | | | | CS Mini Parks Electric | | | |
| 4 | 10909170 | 6004 | | AW | | T | Water Slide Restoration | 16,200.00 | | |
| | 101-90-950-605-6004- | | | | | | Aquatic-Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 73 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10101040 | 6001 | | AW | | T | Water Slide Restoration | | 2,000.00 | |
| | 101-90-950-604-6001- | | | | | | CS HemingPool CityBusUse | | | |
| 2 | 10101040 | 6009 | | AW | | T | Water Slide Restoration | | 5,557.33 | |
| | 101-90-950-604-6009- | | | | | | CS HemingPool Supplies | | | |
| 3 | 10101040 | 6027 | | AW | | T | Water Slide Restoration | | 15,000.00 | |
| | 101-90-950-604-6027- | | | | | | Non-Capital Tools/Equipment | | | |
| 4 | 10101040 | 6056 | | AW | | T | Water Slide Restoration | | 1,300.00 | |
| | 101-90-950-604-6056- | | | | | | CS HemingPool Training | | | |
| 5 | 10909170 | 6004 | | AW | | T | Water Slide Restoration | 23,857.33 | | |
| | 101-90-950-605-6004- | | | | | | Aquatic-Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 74 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10909170 | 6009 | | AW | | T | Water Slide Restoration | | 1,312.72 | |
| | 101-90-950-605-6009- | | | | | | Aqua. Maintenance Supplies | | | |
| 2 | 10909170 | 6004 | | AW | | T | Water Slide Restoration | 1,312.72 | | |
| | 101-90-950-605-6004- | | | | | | Aquatic-Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 75 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100880 | 6004 | | AW | | T | Water Slide Restoration | | 2,800.81 | |
| | 101-90-950-159-6004- | | | | | | CS Heming Pk Pro Svcs | | | |
| 2 | 10100880 | 6007 | | AW | | T | Water Slide Restoration | | 2,500.00 | |
| | 101-90-950-159-6007- | | | | | | CS Heming Pk ExcursFees | | | |
| 3 | 10100880 | 6014 | | AW | | T | Water Slide Restoration | | 1,000.00 | |
| | 101-90-950-159-6014- | | | | | | CS Heming Pk ConfTravel | | | |
| 4 | 10100880 | 6009 | | AW | | T | Water Slide Restoration | | 7,245.72 | |
| | 101-90-950-159-6009- | | | | | | CS Heming Pk Supplies | | | |
| 5 | 10100880 | 6027 | | AW | | T | Water Slide Restoration | | 16,400.00 | |
| | 101-90-950-159-6027- | | | | | | Non-Capital Tools/Equipment | | | |
| 6 | 10909170 | 6004 | | AW | | T | Water Slide Restoration | 29,946.53 | | |
| | 101-90-950-605-6004- | | | | | | Aquatic-Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 79 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10101010 | 6011 | | AW | | T | Water Slide Restoration | | 3,000.00 | |
| | 101-90-950-601-6011- | | | | | | CS CarsonPool Telephone | | | |
| 2 | 10909170 | 6004 | | AW | | T | Water Slide Restoration | 3,000.00 | | |
| | 101-90-950-605-6004- | | | | | | Aquatic-Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 80 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10101030 | 6001 | | AW | | T | Water Slide Restoration | | 2,000.00 | |
| | 101-90-950-603-6001- | | | | | | City Bus Use | | | |
| 2 | 10101030 | 6009 | | AW | | T | Water Slide Restoration | | 4,094.13 | |
| | 101-90-950-603-6009- | | | | | | CS DomAquaCtr Supplies | | | |
| 3 | 10101030 | 6011 | | AW | | T | Water Slide Restoration | | 1,000.00 | |
| | 101-90-950-603-6011- | | | | | | CS DomAquaCtr Telephone | | | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 80 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 4 | 10101030 | 6056 | | AW | | T | Water Slide Restoration | | 1,200.00 | |
| | 101-90-950-603-6056- | | | | | | CS DomAquaCtr Training | | | |
| 5 | 10101030 | 6079 | | AW | | T | Water Slide Restoration | | 7,500.00 | |
| | 101-90-950-603-6079- | | | | | | CS Dominguez Aquatics Water | | | |
| 6 | 10909170 | 6004 | | AW | | T | Water Slide Restoration | 15,794.13 | | |
| | 101-90-950-605-6004- | | | | | | Aquatic-Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 81 | BUA | 06/02/2026 | 06/02/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505050 | 6004 | | AW | | T | Adobe Subscriptions & Trav | | 1,100.00 | |
| | 101-50-505-101-6004- | | | | | | Professional Services | | | |
| 2 | 10505050 | 6017 | | AW | | T | Adobe Subscriptions & Trav | 100.00 | | |
| | 101-50-505-101-6017- | | | | | | Subscriptions & Publications | | | |
| 3 | 10505050 | 6004 | | AW | | T | Adobe Subscriptions & Trav | 1,000.00 | | |
| | 101-50-505-101-6004- | | | | | | Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 84 | BUA | 06/03/2026 | 06/03/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505050 | 6004 | | AW | | T | Corrective Journal for - 8 | | 1,000.00 | |
| | 101-50-505-101-6004- | | | | | | Professional Services | | | |
| 2 | 10505050 | 6014 | | AW | | T | Corrective Journal for - 8 | 1,000.00 | | |
| | 101-50-505-101-6014- | | | | | | Conference and Travel | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 214 | BUA | 06/03/2026 | 06/09/2026 | BUDGET TX | Fawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 22505080 | 6004 | | AW | | T | Resolution 26-060 (Expense | 92,500.00 | | |
| | 228-50-503-802-6004- | | | | | | Professional Services | | | |
| 2 | 22505080 | 6009 | | AW | | T | Resolution 26-060 (Expense | 92,500.00 | | |
| | 228-50-503-802-6009- | | | | | | Materials & Supplies | | | |
| 3 | 22800010 | 3910 | | AW | | | | | 185,000.00 | 1 |
| | 228-99-999-999-3910- | | | | | | Appropriation Control | | | |
| 4 | 22800010 | 3930 | | AW | | | | 185,000.00 | | 1 |
| | 228-99-999-999-3930- | | | | | | Budget FB Unrestricted Control | | | |
| | | | | | | | ** JOURNAL TOTAL | 185,000.00 | 185,000.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 215 | BUA | 06/03/2026 | 06/09/2026 | BUDGET TX | Fawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 22505080 | 4513 | | AW | | T | Resolution 26-060 (Revenue | | 185,000.00 | |
| | 228-50-503-802-4513- | | | | | | Other Local Grants | | | |
| 2 | 22800010 | 3920 | | AW | | | | 185,000.00 | | 1 |
| | 228-99-999-999-3920- | | | | | | Estimated Revenue Control | | | |
| 3 | 22800010 | 3930 | | AW | | | | | 185,000.00 | 1 |
| | 228-99-999-999-3930- | | | | | | Budget FB Unrestricted Control | | | |
| | | | | | | | ** JOURNAL TOTAL | 185,000.00 | 185,000.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 217 | BUA | 06/10/2026 | 06/10/2026 | BUDGET TX | Fawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505050 | 6009 | | AW | | T | Student Cultural Exchange | | 15,000.00 | |
| | 101-50-505-101-6009- | | | | | | Materials & Supplies | | | |
| 2 | 10505150 | 6014 | | AW | | T | Student Cultural Exchange | 15,000.00 | | |
| | 101-50-505-192-6014- | | | | | | Conference and Travel | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 218 | BUA | 06/10/2026 | 06/10/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505040 | 6004 | | AW | | T | To record solar maintenanc | | 2,000.00 | |
| | 101-50-503-101-6004- | | | | | | Professional Services | | | |
| 2 | 10505040 | 6020 | | AW | | T | To record solar maintenanc | 2,000.00 | | |
| | 101-50-503-101-6020- | | | | | | CPU Hardware and Software | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 240 | BUA | 06/10/2026 | 06/10/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505010 | 6004 | | AW | | T | LA28 Carson Steering Commi | | 1,185.00 | |
| | 101-50-501-101-6004- | | | | | | Professional Services | | | |
| 2 | 10505010 | 6056 | | AW | | T | LA28 Carson Steering Commi | | 1,500.00 | |
| | 101-50-501-101-6056- | | | | | | Training | | | |
| 3 | 10505100 | 6004 | | AW | | T | LA28 Carson Steering Commi | 2,500.00 | | |
| | 101-50-501-928-6004- | | | | | | LA28 Professional Services | | | |
| 4 | 10505100 | 6009 | | AW | | T | LA28 Carson Steering Commi | 185.00 | | |
| | 101-50-501-928-6009- | | | | | | LA28 - Materials & Supplies | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 255 | BUA | 06/11/2026 | 06/11/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505060 | 6004 | | AW | | T | For Insurance Costs | | 200.00 | |
| | 101-50-504-101-6004- | | | | | | Professional Services | | | |
| 2 | 10505060 | 6028 | | AW | | T | For Insurance Costs | 200.00 | | |
| | 101-50-504-101-6028- | | | | | | Liability Insurance | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 256 | BUA | 06/11/2026 | 06/11/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10401010 | 6056 | | AW | | T | To cover subscription cost | | 1,719.80 | |
| | 101-40-100-101-6056- | | | | | | Training | | | |
| 2 | 10401010 | 6020 | | AW | | T | To cover subscription cost | 1,719.80 | | |
| | 101-40-100-101-6020- | | | | | | CPU Hardware and Software | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 261 | BUA | 06/11/2026 | 06/11/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 21909080 | 6009 | | AW | | T | Budget Correction | | 1.47 | |
| | 217-90-970-107-6009- | | | | | | Materials & Supplies | | | |
| 2 | 21909080 | 8003 | | AW | | T | Budget Correction | 1.47 | | |
| | 217-90-970-107-8003- | | | | | | Vehicles/Rolling Inventory | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 317 | BUA | 06/16/2026 | 06/16/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10656030 | 6004 | | AW | | T | Cover the cost of 10 iPads | | 7,000.00 | |
| | 101-65-651-101-6004- | | | | | | Professional Services | | | |
| 2 | 10656070 | 6020 | | AW | | T | Cover the cost of 10 iPads | 7,000.00 | | |
| | 101-65-652-101-6020- | | | | | | CPU Hardware and Software | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 318 | BUA | 06/16/2026 | 06/16/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 318 | BUA | 06/16/2026 | 06/16/2026 | BUDGET TX | awatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10505010 | 6004 | | AW | | T | Public Relation Consultant | | 2,200.00 | |
| | 101-50-501-101-6004- | | | | | | Professional Services | | | |
| 2 | 10505010 | 6056 | | AW | | T | Public Relation Consultant | | 8,800.00 | |
| | 101-50-501-101-6056- | | | | | | Training | | | |
| 3 | 10505050 | 6004 | | AW | | T | Public Relation Consultant | 11,000.00 | | |
| | 101-50-505-101-6004- | | | | | | Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 389 | BUA | 06/18/2026 | 06/18/2026 | BUDGET TX | awatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100720 | 6014 | | AW | | T | CPI Review | | 4,400.00 | |
| | 101-80-840-276-6014- | | | | | | Conference and Travel | | | |
| 2 | 10100720 | 6056 | | AW | | T | CPI Review | | 600.00 | |
| | 101-80-840-276-6056- | | | | | | PW Environ Training | | | |
| 3 | 10100720 | 6004 | | AW | | T | CPI Review | 5,000.00 | | |
| | 101-80-840-276-6004- | | | | | | PW Environ Pro Svcs | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 451 | BUA | 06/22/2026 | 06/22/2026 | BUDGET TX | awatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10545060 | 7002 | | AW | | T | Payment to Insight Global | | 18,914.40 | |
| | 101-54-541-101-7002- | | | | | | Equipment Rental | | | |
| 2 | 10545060 | 6004 | | AW | | T | Payment to Insight Global | | 159.93 | |
| | 101-54-541-101-6004- | | | | | | Professional Services | | | |
| 3 | 10545060 | 6020 | | AW | | T | Payment to Insight Global | 19,074.33 | | |
| | 101-54-541-101-6020- | | | | | | CPU Hardware and Software | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 452 | BUA | 06/22/2026 | 06/22/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10707030 | 6017 | | AW | | T | Facade Program | | 35,000.00 | |
| | 101-70-701-101-6017- | | | | | | Subscriptions & Publications | | | |
| 2 | 10707040 | 6004 | | AW | | T | Facade Program | | 96,000.00 | |
| | 101-70-720-101-6004- | | | | | | Professional Services | | | |
| 3 | 10707040 | 6009 | | AW | | T | Facade Program | | 13,800.00 | |
| | 101-70-720-101-6009- | | | | | | Materials & Supplies | | | |
| 4 | 10707040 | 6017 | | AW | | T | Facade Program | | 12,000.00 | |
| | 101-70-720-101-6017- | | | | | | Subscriptions & Publications | | | |
| 5 | 10707020 | 6004 | | AW | | T | Facade Program | | 76,000.00 | |
| | 101-70-730-960-6004- | | | | | | Professional Services | | | |
| 6 | 10707020 | 6009 | | AW | | T | Facade Program | | 2,250.00 | |
| | 101-70-730-960-6009- | | | | | | Materials & Supplies | | | |
| 7 | 10707030 | 6004 | | AW | | T | Facade Program | 235,050.00 | | |
| | 101-70-701-101-6004- | | | | | | Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 453 | BUA | 06/22/2026 | 06/22/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10707060 | 6009 | | AW | | T | Facade Program | | 1,000.00 | |
| | 101-70-780-101-6009- | | | | | | Materials & Supplies | | | |
| 2 | 10707060 | 6014 | | AW | | T | Facade Program | | 11,000.00 | |
| | 101-70-780-101-6014- | | | | | | Conference and Travel | | | |
| 3 | 10707060 | 6020 | | AW | | T | Facade Program | | 6,000.00 | |
| | 101-70-780-101-6020- | | | | | | CPU Hardware and Software | | | |
| 4 | 10707060 | 6053 | | AW | | T | Facade Program | | 35,000.00 | |
| | 101-70-780-101-6053- | | | | | | Postage | | | |
| 5 | 10707060 | 7001 | | AW | | T | Facade Program | | 2,100.00 | |
| | 101-70-780-101-7001- | | | | | | Maintenance & Repairs | | | |
| 6 | 10100450 | 6056 | | AW | | T | Facade Program | | 2,540.00 | |
| | 101-70-780-141-6056- | | | | | | CD Plan Comm Training | | | |
| 7 | 10707030 | 6004 | | AW | | T | Facade Program | 57,640.00 | | |
| | 101-70-701-101-6004- | | | | | | Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

# JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 460 | BUA | 06/16/2026 | 06/23/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10101340 | 8012 | | AW | | T | Resolution 26-066 | | 71,662.25 | |
| | 101-99-999-904-8012- | | | | | | Other Infrastructure - CIP | | | |
| 2 | 10101340 | 8012 | | AW | | T | Resolution 26-066 | 71,662.25 | | |
| | 101-99-999-904-8012- | | | | | | Other Infrastructure - CIP | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 481 | BUA | 06/23/2026 | 06/23/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100320 | 6013 | | AW | | T | Funds Needed for Envelopes | | 200.00 | |
| | 101-60-640-101-6013- | | | | | | Operations Auto Allow | | | |
| 2 | 10100320 | 6017 | | AW | | T | Funds Needed for Envelopes | | 800.00 | |
| | 101-60-640-101-6017- | | | | | | Operations Subs &Pubs | | | |
| 3 | 10100320 | 7001 | | AW | | T | Funds Needed for Envelopes | | 500.00 | |
| | 101-60-640-101-7001- | | | | | | Operations Maint&Rep | | | |
| 4 | 10100320 | 6009 | | AW | | T | Funds Needed for Envelopes | 1,500.00 | | |
| | 101-60-640-101-6009- | | | | | | Operations Supplies | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 606 | BUA | 06/25/2026 | 06/25/2026 | BUDGET | TXFawatts | 1 | N | Hist | 2026 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100670 | 6056 | | AW | | T | May/June Tree Mt. Invoices | | 4,500.00 | |
| | 101-80-840-106-6056- | | | | | | PW Tree Mnt Training | | | |
| 2 | 10100670 | 6027 | | AW | | T | May/June Tree Mt. Invoices | | 6,500.00 | |
| | 101-80-840-106-6027- | | | | | | PW Tree Mnt Tools | | | |
| 3 | 10808160 | 6004 | | AW | | T | May/June Tree Mt. Invoices | | 150,000.00 | |
| | 101-80-820-101-6004- | | | | | | Professional Services | | | |
| 4 | 10100670 | 6004 | | AW | | T | May/June Tree Mt. Invoices | 161,000.00 | | |
| | 101-80-840-106-6004- | | | | | | PW Tree Mnt Pro Svcs | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 12 | 703 | BUA | 06/16/2026 | 07/02/2026 | BUDGET TX | Fawatts | 1 | N | Hist | 2026 | |

| LN | ORG / ACCOUNT | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION / ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 10101340 8012<br>101-99-999-904-8012- | | | AW | | T | Resolution 26-066<br>Other Infrastructure - CIP | | 71,662.25 | |
| 2 | 10101340 8012<br>101-99-999-904-8012- | | | AW | | T | Resolution 26-066<br>Other Infrastructure - CIP | 71,662.25 | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |
| | | | | | | | ** GRAND TOTAL | 370,000.00 | 370,000.00 | |

35 Journals printed

** END OF REPORT - Generated by Ashton Watts **

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Business License Revenue

Subject: CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD JUNE 1, 2026, THROUGH JUNE 30, 2026, (CITY COUNCIL)

## I. SUMMARY

The City Manager is presenting to the City Council a list of all new business licenses issued by the City of Carson for the period June 1, 2026 through June 30, 2026.

## II. RECOMMENDATION

RECEIVE and FILE this report.

## III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

## IV. BACKGROUND

For the period of June 1, 2026 through June 30, 2026 the City of Carson has issued business licenses on new businesses. The City Manager requests, once per month, present to the City Council a list of all new licensed businesses in the City.

Attached as Exhibit 1 is the City Manager's report of new businesses issued business licenses between June 1, 2026 through June 30, 2026.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. Business License Report - June 2026

**Attachments**

Business License Report - June 2026.pdf

| Business Name | DBA | Address | BL - Business Type | Business License Type |
|---|---|---|---|---|
| JPJ Enterprises | | 23504 NICOLLE AVE□<br>Carson, CA 90745 | HOME OCCUPATION - 65.38 | BL - BUSINESS LICENSE |
| Event Medical and Safety LLC | Event Medical and Safety LLC | 6950 Burnes Ave□<br>Van Nuys, CA 91405 | MEDICAL SERVICES - 251 | BL - GENERAL LICENSE |
| D Baker's Lab by ANJ LLC | D Baker's Lab Halo-Halo Cafe | 441 E CARSON ST Unit: M□<br>CARSON, CA, 90745 | RESTAURANT/FAST FOOD - 360 | BL - GENERAL LICENSE |
| The American Society for the Prevention of Cruelty to Animals (ASPCA) | The American Society for the Prevention of Cruelty to Animals (ASPCA) | 16300 FIGUEROA ST□<br>Carson, CA 90248 | TAX EXEMPT, NON-PROFIT - 3900C | TX - TAX EXEMPT |
| Hazel C Ramos & Jonathan A Calderon | Glow In Grace Aesthetics & Wellness | 316 W CARSON ST Unit: 103□<br>Carson, CA 90745 | MASSAGE SERVICES - 107 | BL - GENERAL LICENSE |
| Del Rey Party Rentals Inc | Del Rey Party Rentals Inc | 18037 S BROADWAY□<br>Carson, CA 90248 | EQUIPMENT MFG/SALES/SRV/PRTS - 155 | BL - GENERAL LICENSE |
| Rose Gold Body Sculpt | Phenex Salon Suites | 21601 AVALON BLVD Unit: A□<br>Carson, CA 90745 | BEAUTICIAN - 071 | BL - GENERAL LICENSE |
| Geovanni Valderrama | Geo's Handyman Services | 21043 SHEARER AVE□<br>Carson, CA 90745 | HOME OCCUPATION - 65.38 | BL - BUSINESS LICENSE |
| JMVR Bookkeeping and Tax Services Inc | J & R Caregiving Services | 2744 E MADISON ST□<br>Carson, CA 90810 | HOME OCCUPATION - 65.38 | BL - BUSINESS LICENSE |
| JMVR Bookkeeping and Tax Services Inc | Mayon Cargo Express Padala | 2744 E MADISON ST□<br>Carson, CA 90810 | HOME OCCUPATION - 65.38 | BL - BUSINESS LICENSE |
| Bravohealth Inc | | 2202 E DEL AMO BLVD□<br>Carson, CA 90220 | PLUMBING FIXTURES/SUPPLY - 687 | BL - GENERAL LICENSE |
| Interlink Logistics LLC | Interlink Logistics | 21855 AVALON BLVD Unit: 5□<br>Carson, CA 90745 | FREIGHT FORWARDER - 195 | BL - GENERAL LICENSE |
| Sunha Inc | | 2829 E El Presidio St□<br>Carson, CA 90810 | FREIGHT FORWARDER - 195 | BL - GENERAL LICENSE |
| Airtivity LLC | Airtivity | 20431 CAMPAIGN DR Unit: 12 A□<br>Carson, CA 90746 | HOME OCCUPATION - 65.38 | BL - BUSINESS LICENSE |
| Diana S Filio | Mango Tours Carson | 108 W CARSON ST□<br>Carson, CA 90745 | TRAVEL AGENCY - 415 | BL - GENERAL LICENSE |
| Solar Vision Film LLC | Solar Vision Film LLC | 403 E GARDENA BLVD Unit: C□<br>Carson, CA 90248 | AUTO PARTS & ACCESS - 055 | BL - GENERAL LICENSE |
| Neste US Inc | Neste US | 2000 E SEPULVEDA BLVD□<br>Carson, CA 90810 | PETROLEUM - 307 | BL - GENERAL LICENSE |
| EAZYLA LLC | EAZYLA LLC | 1070 E DOMINGUEZ ST Unit: A□<br>CARSON, CA, 90746 | CLOTHING & ACCESS - 545 | BL - GENERAL LICENSE |

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING MULTIPLE RESOLUTIONS RATIFYING CLAIMS AND DEMANDS, DEMAND CHECKS, AND CO-OP AGREEMENT DEMANDS FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, THE CARSON SUCCESSOR AGENCY, AND THE ENTERPRISE FUND

## I. SUMMARY

The City Council shall receive the Check Demand Register for the period of **06/09/2026 through 07/02/2026**, pursuant to the City's financial policies and applicable provisions of the California Government Code governing municipal fiscal administration.

Summary of Disbursements:

- General Demand Checks: $10,189,044.04
- Carson Housing Authority Checks: $13,094.03
- Carson Successor Agency Checks: $954.00
- CO-OP Checks: $53,202.00
- Enterprise Fund (Fiber Optic): $9,041,771.00

## II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-076, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $10,189,044.04 DEMAND CHECK NUMBERS 186025 THROUGH 186335 AND 311 AND 312 FOR GENERAL DEMAND AND THE AMOUNT OF $53,202.00, CHECK NUMBER 1303 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)"; and,
2. WAIVE further reading and ADOPT Resolution No. 26-09-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $13,094.03, DEMAND CHECK NUMBERS HA-002128 THROUGH HA-002130 (HOUSING AUTHORITY)"; and,
3. WAIVE further reading and ADOPT Resolution No. 26-09-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $954.00, DEMAND CHECK NUMBER SA-002000 (SUCCESSOR AGENCY)"; and,
4. WAIVE further reading and ADOPT Resolution No. 26-01-ENT, "A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,041,771.00, DEMAND CHECK NUMBER ENT-000310 AND WIRE NUMBERS ENT-000308 AND ENT-000309 (ENTERPRISE)".

## III. ALTERNATIVES

NONE.

## IV. BACKGROUND

Pursuant to Sections 37201 through 37210 of the California Government Code and Chapter 5 – 2504 to 2509 to of the Carson Municipal Code, all claims and demands against the City for money or damages shall be presented to the City Council for approval or rejection. Exceptions apply to payroll-related and budgeted demands, which may be processed and paid for prior to City Council action and shall thereafter be presented to the City Council for ratification and approval.

The Claims and Demands register have been prepared, reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1, Exhibit No. 2, Exhibit No.3, and Exhibit No. 4.

On July 21,2026, the City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed attached, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $19,298,065.07.

## V. FISCAL IMPACT

No Fiscal Impact. Funds for all the claims and demands have been allocated and approved within the Council approved departmental budget for the Fiscal Year.

## VI. EXHIBITS

1. Exhibit 1 – General Demand Claims and Register RESO #26-076
2. Exhibit 2 – Carson Housing Authority Claims and Register RESO #26-09-CHA
3. Exhibit 3 – Carson Successor Agency Claims and Register RESO #26-09-CSA
4. Exhibit 4 – Enterprise Fund Claims and Register RESO #26-01-ENT

**Attachments**

Exhibit 1 – General Demand Claims and Register RESO #26-076.pdf

Exhibit 2 – Carson Housing Authority Claims and Register RESO #26-09-CHA.pdf

Exhibit 3 – Carson Successor Agency Claims and Register RESO #26-09-CSA.pdf

Exhibit 4 – Enterprise Fund Claims and Register RESO #26-01-ENT.pdf

**RESOLUTION NO. 26-076**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $10,189,044.04 DEMAND CHECK NUMBERS 186025 THROUGH 186335 AND 311 AND 312 FOR GENERAL DEMAND AND THE AMOUNT OF $53,202.00, CHECK NUMBER 1303 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)**

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On July 21, 2026, the City Council ratified the demand numbers 186025 through 186335 and 311 and 312 for General Demand and 1303 for Co-op agreement demand. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $10,242,246.04.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 21ST DAY OF JULY, 2026.

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

**CERTIFICATION**

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 21ST DAY OF JULY, 2026 AT CARSON, CALIFORNIA:

_____

David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-076, was adopted by the City of Carson City Council at its meeting held on July 21, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

# City of Carson

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 186025 | 06/25/2026 | PRINTED | 000418 | 4IMPRINT INC | 6,905.87 | | | |
| 186026 | 06/25/2026 | PRINTED | 007030 | A&M FIRST AID, INC. | 2,025.97 | | | |
| 186027 | 06/25/2026 | PRINTED | 000137 | ADMINISTRATIVE SERVICES C | 122,708.84 | | | |
| 186028 | 06/25/2026 | PRINTED | 008911 | ALIIONUU S.W. MOEAI | 600.00 | | | |
| 186029 | 06/25/2026 | PRINTED | 000042 | ALIN PARTY SUPPLY CO | 1,452.01 | | | |
| 186030 | 06/25/2026 | PRINTED | 000346 | ALL AMERICAN ASPHALT | 2,102,611.25 | | | |
| 186031 | 06/25/2026 | PRINTED | 006506 | ALL IN ONE PARTIES | 520.00 | | | |
| 186032 | 06/25/2026 | PRINTED | 004388 | AIS TRUST ACCOUNT NEWPORT | 279.96 | | | |
| 186033 | 06/25/2026 | PRINTED | 008802 | ALOFAIGA ALOFIPO KEY | 2,015.00 | | | |
| 186034 | 06/25/2026 | PRINTED | 005523 | AMAZON CAPITAL SERVICES | 27,449.64 | | | |
| 186035 | 06/25/2026 | PRINTED | 000168 | AMERICAN PUBLIC WORKS ASS | 225.00 | | | |
| 186036 | 06/25/2026 | PRINTED | 006675 | AMERICAN TRANSPORTATION S | 2,750.58 | | | |
| 186037 | 06/25/2026 | PRINTED | 000974 | AT & T ALARM CIRCUITS | 96.53 | | | |
| 186038 | 06/25/2026 | VOID | 001001 | AT&T PHONE | .00 | | | |
| 186039 | 06/25/2026 | PRINTED | 007353 | BEADOR CONSTRUCTION COMPA | 66,750.99 | | | |
| 186040 | 06/25/2026 | VOID | 003242 | BLACK KNIGHT PATROL INC | .00 | | | |
| 186041 | 06/25/2026 | PRINTED | 006273 | BOA ARCHITECTURE | 3,880.00 | | | |
| 186042 | 06/25/2026 | PRINTED | 004297 | BROADCAST SUPPORT INC | 6,032.14 | | | |
| 186043 | 06/25/2026 | PRINTED | 001627 | BSN SPORTS LLC | 15,527.48 | | | |
| 186044 | 06/25/2026 | PRINTED | 004750 | C2R PRODUCTIONS LLC | 1,750.00 | | | |
| 186045 | 06/25/2026 | PRINTED | 004750 | C2R PRODUCTIONS LLC | 1,700.00 | | | |
| 186046 | 06/25/2026 | PRINTED | 000167 | CALIFORNIA PRO SPORTS | 13,304.47 | | | |
| 186047 | 06/25/2026 | PRINTED | 008714 | CASCADIA CONSULTING GROUP | 6,957.88 | | | |
| 186048 | 06/25/2026 | PRINTED | 008865 | CELINA SOSEFINA YANDALL | 350.00 | | | |
| 186049 | 06/25/2026 | PRINTED | 008781 | CHEMART COMPANY | 926.54 | | | |
| 186050 | 06/25/2026 | PRINTED | 001489 | CHOURA VENUE SERVICES | 22,848.88 | | | |
| 186051 | 06/25/2026 | PRINTED | 004947 | CINDY'S JUMPERS | 2,935.40 | | | |
| 186052 | 06/25/2026 | PRINTED | 008513 | CINTAS CORPORATION NO. 2 | 2,448.93 | | | |
| 186053 | 06/25/2026 | PRINTED | 006955 | CITY ELECTRIC SUPPLY | 1,126.54 | | | |
| 186054 | 06/25/2026 | PRINTED | 008204 | CJ CONCRETE CONSTRUCTION, | 445,040.00 | | | |
| 186055 | 06/25/2026 | PRINTED | 008082 | CLIMATEC LLC | 2,948.00 | | | |
| 186056 | 06/25/2026 | PRINTED | 007718 | CLIVABETH PHOTOGRAPHY LLC | 1,180.00 | | | |
| 186057 | 06/25/2026 | PRINTED | 008416 | CORKY'S PEST CONTROL INC. | 7,710.00 | | | |
| 186058 | 06/25/2026 | PRINTED | 001629 | CORTEZ GRAPHICS | 4,165.85 | | | |
| 186059 | 06/25/2026 | PRINTED | 004275 | COSTAR REALTY INFORMATION | 1,494.83 | | | |
| 186060 | 06/25/2026 | PRINTED | 004115 | CSG CONSULTANTS INC | 43,409.75 | | | |
| 186061 | 06/25/2026 | PRINTED | 004115 | CSG CONSULTANTS INC | 6,646.00 | | | |
| 186062 | 06/25/2026 | PRINTED | 008013 | U S BANK CORPORATE PAYMEN | 570.00 | | | |
| 186063 | 06/25/2026 | PRINTED | 000534 | DIRECTV | 249.99 | | | |
| 186064 | 06/25/2026 | PRINTED | 008845 | DISASTER MANAGEMENT SYSTE | 2,702.59 | | | |
| 186065 | 06/25/2026 | PRINTED | 001155 | DISH | 156.28 | | | |
| 186066 | 06/25/2026 | PRINTED | 008309 | DODGE CONSTRUCTION NETWOR | 165.00 | | | |
| 186067 | 06/25/2026 | PRINTED | 006876 | DONALD ALAN SPRAGUE | 1,987.00 | | | |
| 186068 | 06/25/2026 | PRINTED | 001136 | DP TRADING INC. | 4,803.00 | | | |
| 186069 | 06/25/2026 | PRINTED | 000399 | DUNN EDWARDS PAINT CO | 217.75 | | | |
| 186070 | 06/25/2026 | PRINTED | 001105 | EAGLE PORTABLES SANITATIO | 7,046.80 | | | |
| 186071 | 06/25/2026 | PRINTED | 006907 | ECO LAB | 846.24 | | | |
| 186072 | 06/25/2026 | PRINTED | 008617 | ECONOMIC & PLANNING SYSTE | 50,803.75 | | | |
| 186073 | 06/25/2026 | PRINTED | 008420 | EVENT MEDICAL AND SAFETY, | 2,057.50 | | | |
| 186074 | 06/25/2026 | PRINTED | 008420 | U S BANK CORPORATE PAYMEN | 2,542.50 | | | |
| 186075 | 06/25/2026 | PRINTED | 008322 | EVODC LLC | 2,824.38 | | | |
| 186076 | 06/25/2026 | PRINTED | 008623 | FAITH MAULUPE | 1,200.00 | | | |

# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 186077 | 06/25/2026 | PRINTED | 000355 | FERGUSON ENTERPRISES LLC | 77.53 | | | |
| 186078 | 06/25/2026 | PRINTED | 000221 | FLEET PRIDE | 414.11 | | | |
| 186079 | 06/25/2026 | PRINTED | 004019 | FLEETCREW | 2,072.98 | | | |
| 186080 | 06/25/2026 | PRINTED | 006940 | FLORENCE FILTER CORPORATI | 8,022.38 | | | |
| 186081 | 06/25/2026 | PRINTED | 008861 | FORGE PROMOTIONS LLC | 895.06 | | | |
| 186082 | 06/25/2026 | PRINTED | 006733 | FRESH PRINTS LA | 6,720.48 | | | |
| 186083 | 06/25/2026 | PRINTED | 001268 | GBROS INC | 1,286.81 | | | |
| 186084 | 06/25/2026 | PRINTED | 000941 | GOLDEN STATE WATER COMPAN | 14,714.14 | | | |
| 186085 | 06/25/2026 | PRINTED | 008335 | GOMEZ GROWERS INC. | 240.34 | | | |
| 186086 | 06/25/2026 | PRINTED | 000793 | GRAINGER | 2,015.54 | | | |
| 186087 | 06/25/2026 | PRINTED | 007128 | GUITAR CENTER STORES, INC | 2,789.47 | | | |
| 186088 | 06/25/2026 | PRINTED | 008881 | HEMBORG FORD | 68,557.00 | | | |
| 186089 | 06/25/2026 | PRINTED | 007378 | HERC RENTALS INC. | 3,560.69 | | | |
| 186090 | 06/25/2026 | PRINTED | 008800 | HERITAGE POOL SUPPLY GROU | 730.38 | | | |
| 186091 | 06/25/2026 | PRINTED | 000242 | HINDERLITER DE LLAMAS AND | 781.35 | | | |
| 186092 | 06/25/2026 | PRINTED | 000234 | HOME DEPOT CREDIT SERVICE | 5,182.73 | | | |
| 186093 | 06/25/2026 | PRINTED | 000514 | HUNTINGTON HARDWARE CO IN | 953.39 | | | |
| 186094 | 06/25/2026 | PRINTED | 007655 | IDS GROUP, INC | 1,868.00 | | | |
| 186095 | 06/25/2026 | PRINTED | 006497 | INSIGHT PUBLIC SECTOR | 106,004.55 | | | |
| 186096 | 06/25/2026 | PRINTED | 008091 | ADVANCE QUALITY GRAPHICS | 1,160.25 | | | |
| 186097 | 06/25/2026 | PRINTED | 008529 | JAPANESE AUTO CENTER INC. | 240.00 | | | |
| 186098 | 06/25/2026 | PRINTED | 007514 | JASON PEREIRA | 5,000.00 | | | |
| 186099 | 06/25/2026 | PRINTED | 000152 | JERRYS CLEANERS | 379.05 | | | |
| 186100 | 06/25/2026 | PRINTED | 008918 | JOHN HOLLAWAY | 200.00 | | | |
| 186101 | 06/25/2026 | PRINTED | 007829 | JOHNSON CONTROLS | 16,680.41 | | | |
| 186102 | 06/25/2026 | PRINTED | 007829 | JOHNSON CONTROLS BUILDING | 9,725.79 | | | |
| 186103 | 06/25/2026 | PRINTED | 007688 | JOKER PARTY SUPPLY, INC. | 3,956.56 | | | |
| 186104 | 06/25/2026 | PRINTED | 008701 | JOVENVILLE, LLC | 7,000.00 | | | |
| 186105 | 06/25/2026 | PRINTED | 007672 | KELLY PAPER COMPANY | 91.47 | | | |
| 186106 | 06/25/2026 | PRINTED | 006912 | KITTRICH CORPORATION | 1,653.08 | | | |
| 186107 | 06/25/2026 | PRINTED | 000094 | LAKESHORE LEARNING MATERI | 16,195.24 | | | |
| 186108 | 06/25/2026 | PRINTED | 000214 | LESLIES SWIMMING POOL SUP | 299.96 | | | |
| 186109 | 06/25/2026 | PRINTED | 008264 | LIFE AND TIMES NETWORK IN | 2,676.87 | | | |
| 186110 | 06/25/2026 | PRINTED | 004284 | LIFE INSURANCE COMPANY OF | 40,832.92 | | | |
| 186111 | 06/25/2026 | PRINTED | 008639 | LIZETTE ESPERICUETA ARRIO | 1,319.00 | | | |
| 186112 | 06/25/2026 | PRINTED | 000067 | LOS ANGELES COUNTY DEPT O | 105,968.12 | | | |
| 186113 | 06/25/2026 | PRINTED | 000070 | LOS ANGELES COUNTY DEPT O | 14,484.26 | | | |
| 186114 | 06/25/2026 | PRINTED | 000070 | LOS ANGELES COUNTY DEPT O | 57,180.59 | | | |
| 186115 | 06/25/2026 | PRINTED | 000074 | LOS ANGELES COUNTY SHERIF | 24,973.36 | | | |
| 186116 | 06/25/2026 | PRINTED | 007248 | MARIA'S GARDEN CENTER & L | 144.09 | | | |
| 186117 | 06/25/2026 | PRINTED | 006816 | MARTINEZ, ANGEL | 7,983.62 | | | |
| 186118 | 06/25/2026 | PRINTED | 001013 | MINUTEMAN PRESS | 1,653.94 | | | |
| 186119 | 06/25/2026 | PRINTED | 008854 | MOHAWK LIFTS LLC | 26,312.99 | | | |
| 186120 | 06/25/2026 | PRINTED | 008909 | MORIAH ALISON BRACHT | 700.00 | | | |
| 186121 | 06/25/2026 | PRINTED | 003576 | MRS ENVIRONMENTAL INC | 12,230.00 | | | |
| 186122 | 06/25/2026 | PRINTED | 006214 | NBS GOVERNMENT FINANCE GR | 1,224.95 | | | |
| 186123 | 06/25/2026 | PRINTED | 008145 | NICOLETTE JACKSON-POWNALL | 1,000.00 | | | |
| 186124 | 06/25/2026 | PRINTED | 000744 | NINYO & MOORE GEOTECHNICA | 29,072.50 | | | |
| 186125 | 06/25/2026 | PRINTED | 008910 | ONAJE MORRIS | 500.00 | | | |
| 186126 | 06/25/2026 | PRINTED | 010999 | DAISY BECERRA | 111.08 | | | |
| 186127 | 06/25/2026 | PRINTED | 008756 | OPEN GOV INC | 999.00 | | | |
| 186128 | 06/25/2026 | PRINTED | 000528 | PARTY PRONTO | 3,245.00 | | | |

# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 186129 | 06/25/2026 | PRINTED | 001020 | PITNEY BOWES | 1,018.26 | | | |
| 186130 | 06/25/2026 | PRINTED | 000746 | PITNEY BOWES PRESORT SERV | 32.64 | | | |
| 186131 | 06/25/2026 | PRINTED | 001285 | POWER WHOLESALE ELECTRIC | 1,191.53 | | | |
| 186132 | 06/25/2026 | PRINTED | 007861 | PROMOTIONAL DESIGN CONCEP | 1,607.78 | | | |
| 186133 | 06/25/2026 | PRINTED | 007932 | PROPS AV, LLC | 6,295.00 | | | |
| 186134 | 06/25/2026 | PRINTED | 000520 | R AND R INDUSTRIES INC | 2,630.34 | | | |
| 186135 | 06/25/2026 | PRINTED | 008230 | RAJO, A CALIF. CORP | 160.00 | | | |
| 186136 | 06/25/2026 | PRINTED | 000588 | REFRIGERATION SUPPLIES DI | 1,528.76 | | | |
| 186137 | 06/25/2026 | PRINTED | 008801 | REVIVE THE LIVE LLC | 10,000.00 | | | |
| 186138 | 06/25/2026 | PRINTED | 010000 | ALTA VISTA INNOVATION HIG | 915.00 | | | |
| 186139 | 06/25/2026 | PRINTED | 010000 | ALVARO ANAYA | 1,589.05 | | | |
| 186140 | 06/25/2026 | PRINTED | 010000 | ANGELA ALVAREZ | 35.00 | | | |
| 186141 | 06/25/2026 | PRINTED | 010000 | PITA TA'ASE | 500.00 | | | |
| 186142 | 06/25/2026 | PRINTED | 010000 | SHELL CALIFORNIA PIPELINE | 509.75 | | | |
| 186143 | 06/25/2026 | PRINTED | 010000 | SOYINKA ALLEN | 250.00 | | | |
| 186144 | 06/25/2026 | PRINTED | 008461 | RINGCENTRAL, INC | 7,222.59 | | | |
| 186145 | 06/25/2026 | PRINTED | 007240 | RJM DESIGN GROUP, INC. | 18,049.86 | | | |
| 186146 | 06/25/2026 | PRINTED | 007927 | ROB ALO | 1,500.00 | | | |
| 186147 | 06/25/2026 | PRINTED | 000057 | ROBERT MCELROY LLC | 63.96 | | | |
| 186148 | 06/25/2026 | PRINTED | 008835 | RONAIAH TUIASOSOPO | 2,000.00 | | | |
| 186149 | 06/25/2026 | PRINTED | 003585 | RSG INC | 21,045.79 | | | |
| 186150 | 06/25/2026 | PRINTED | 007851 | SAMI'S REFEREES LLC | 5,930.00 | | | |
| 186151 | 06/25/2026 | PRINTED | 000427 | SAM'S CLUB DIRECT | 7,075.65 | | | |
| 186152 | 06/25/2026 | PRINTED | 000124 | SEPULVEDA BUILDING MATERI | 4,061.19 | | | |
| 186153 | 06/25/2026 | PRINTED | 008770 | SHARPLINE SOLUTIONS INC | 837.00 | | | |
| 186154 | 06/25/2026 | PRINTED | 000170 | SHERWIN WILLIAMS | 23,140.72 | | | |
| 186155 | 06/25/2026 | PRINTED | 000211 | SMART AND FINAL IRIS | 4,081.03 | | | |
| 186156 | 06/25/2026 | PRINTED | 008321 | SMART IT PROS, INC. | 3,804.82 | | | |
| 186157 | 06/25/2026 | PRINTED | 000240 | SOUTHERN CALIFORNIA EDISO | 61,419.14 | | | |
| 186158 | 06/25/2026 | PRINTED | 008398 | SOCAL SURFACES, INC. | 29,431.01 | | | |
| 186159 | 06/25/2026 | PRINTED | 001663 | SONSRAY MACHINERY LLC | 1,955.95 | | | |
| 186160 | 06/25/2026 | PRINTED | 004977 | CHARTER COMMUNICATION | 1,479.00 | | | |
| 186161 | 06/25/2026 | PRINTED | 006384 | CHARTER COMMUNICATIONS | 13,882.36 | | | |
| 186162 | 06/25/2026 | PRINTED | 000718 | STAPLES ADVANTAGE | 867.40 | | | |
| 186163 | 06/25/2026 | PRINTED | 000279 | STOVER SEED CO | 6,298.50 | | | |
| 186164 | 06/25/2026 | PRINTED | 008721 | T&B PLANNING, INC. | 65,431.02 | | | |
| 186165 | 06/25/2026 | PRINTED | 008569 | TED JONES FORD INC | 57,847.19 | | | |
| 186166 | 06/25/2026 | PRINTED | 008079 | TERRACON CONSULTANTS, INC | 2,900.00 | | | |
| 186167 | 06/25/2026 | PRINTED | 004394 | THE PAPE GROUP INC | 23,837.24 | | | |
| 186168 | 06/25/2026 | PRINTED | 007705 | TRANSTECH ENGINEERS, INC. | 453,782.00 | | | |
| 186169 | 06/25/2026 | PRINTED | 006769 | U S BANK CORPORATE PAYMEN | 64,644.73 | | | |
| 186170 | 06/25/2026 | PRINTED | 006769 | CITY MANAGER | 8,392.75 | | | |
| 186171 | 06/25/2026 | PRINTED | 000023 | UNITED REFRIGERATION INC | 282.44 | | | |
| 186172 | 06/25/2026 | PRINTED | 004186 | THE UPS STORE 6721 | 353.56 | | | |
| 186173 | 06/25/2026 | PRINTED | 001249 | VERIZON WIRELESS | 160.04 | | | |
| 186174 | 06/25/2026 | PRINTED | 007191 | VERNE'S PLUMBING, INC. | 6,049.46 | | | |
| 186175 | 06/25/2026 | PRINTED | 008871 | VIDEO VOICE DATA COMMUNIC | 21,136.55 | | | |
| 186176 | 06/25/2026 | PRINTED | 008302 | VINCENT VAIELUA | 2,500.00 | | | |
| 186177 | 06/25/2026 | PRINTED | 001011 | W.G. ZIMMERMAN ENGINEERIN | 6,660.00 | | | |
| 186178 | 06/25/2026 | PRINTED | 000888 | WATERLINE TECHNOLOGIES | 1,177.89 | | | |
| 186179 | 06/25/2026 | PRINTED | 000232 | WESTERN ILLUMINATED PLAST | 984.96 | | | |
| 186180 | 06/25/2026 | PRINTED | 001507 | XTREME FITNESS | 580.00 | | | |

# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 186181 | 06/25/2026 | PRINTED | 000144 | YAMADA CO INC | 786.04 | | | |
| 186182 | 06/25/2026 | PRINTED | 008692 | SKYE DREAMS, LLC | 33,750.00 | | | |
| 186183 | 07/01/2026 | PRINTED | 000418 | 4IMPRINT INC | 666.63 | | | |
| 186184 | 07/01/2026 | PRINTED | 004691 | ADVANTAGE MAILING LLC | 24,949.94 | | | |
| 186185 | 07/01/2026 | PRINTED | 000042 | ALIN PARTY SUPPLY CO | 497.38 | | | |
| 186186 | 07/01/2026 | PRINTED | 004388 | AIS TRUST ACCOUNT NEWPORT | 2,177.33 | | | |
| 186187 | 07/01/2026 | PRINTED | 005523 | AMAZON CAPITAL SERVICES | 9,978.69 | | | |
| 186188 | 07/01/2026 | PRINTED | 008425 | AMERICAN GLOBAL SECURITY | 68,620.64 | | | |
| 186189 | 07/01/2026 | PRINTED | 000168 | AMERICAN PUBLIC WORKS ASS | 450.00 | | | |
| 186190 | 07/01/2026 | PRINTED | 006675 | AMERICAN TRANSPORTATION S | 6,461.20 | | | |
| 186191 | 07/01/2026 | PRINTED | 008454 | ARACELI ESPARZA | 7,150.00 | | | |
| 186192 | 07/01/2026 | PRINTED | 001001 | AT&T PHONE | 9,192.53 | | | |
| 186193 | 07/01/2026 | PRINTED | 004410 | B D WHITE TOP SOIL CO INC | 138.13 | | | |
| 186194 | 07/01/2026 | PRINTED | 007353 | BEADOR CONSTRUCTION COMPA | 461,055.32 | | | |
| 186195 | 07/01/2026 | PRINTED | 008707 | BENNETT-BOWEN & LIGHTHOUS | 7,488.96 | | | |
| 186196 | 07/01/2026 | PRINTED | 003981 | BIOMETRICS 4 ALL INC | 27.50 | | | |
| 186197 | 07/01/2026 | PRINTED | 003242 | BLACK KNIGHT PATROL INC | 1,395.00 | | | |
| 186198 | 07/01/2026 | PRINTED | 008585 | BLACKSTONE REMODELING INC | 2,989.90 | | | |
| 186199 | 07/01/2026 | PRINTED | 001435 | ROBERT BOYD | 50.00 | | | |
| 186200 | 07/01/2026 | PRINTED | 001762 | ROGER BRANCH JR | 50.00 | | | |
| 186201 | 07/01/2026 | PRINTED | 001627 | BSN SPORTS LLC | 11,443.97 | | | |
| 186202 | 07/01/2026 | PRINTED | 000405 | CALPERS | 10,566.40 | | | |
| 186203 | 07/01/2026 | PRINTED | 001489 | CHOURA VENUE SERVICES | 1,548.21 | | | |
| 186204 | 07/01/2026 | PRINTED | 006955 | CITY ELECTRIC SUPPLY | 256.95 | | | |
| 186205 | 07/01/2026 | PRINTED | 001311 | LOUIS JOSEPH COGUT | 50.00 | | | |
| 186206 | 07/01/2026 | PRINTED | 004227 | CONNIE DELA CRUZ-MANIO | 50.00 | | | |
| 186207 | 07/01/2026 | PRINTED | 008416 | CORKY'S PEST CONTROL INC. | 3,855.00 | | | |
| 186208 | 07/01/2026 | PRINTED | 001629 | CORTEZ GRAPHICS | 298.35 | | | |
| 186209 | 07/01/2026 | PRINTED | 008248 | CROWN EQUIPMENT CORPORATI | 54,658.56 | | | |
| 186210 | 07/01/2026 | PRINTED | 000268 | DAILY JOURNAL CORP | 1,942.67 | | | |
| 186211 | 07/01/2026 | PRINTED | 004824 | MANUEL DASILVA | 50.00 | | | |
| 186212 | 07/01/2026 | PRINTED | 007176 | DAVEY COACH SALES INC. | 2,856.82 | | | |
| 186213 | 07/01/2026 | PRINTED | 007595 | DONNIE R. DORSEY | 50.00 | | | |
| 186214 | 07/01/2026 | PRINTED | 006876 | DONALD ALAN SPRAGUE | 1,224.00 | | | |
| 186215 | 07/01/2026 | PRINTED | 007431 | DUTHIE ELECTRIC SERVICE C | 17,919.33 | | | |
| 186216 | 07/01/2026 | PRINTED | 000355 | FERGUSON ENTERPRISES LLC | 257.72 | | | |
| 186217 | 07/01/2026 | PRINTED | 004223 | YOLANDA FIELDER | 50.00 | | | |
| 186218 | 07/01/2026 | PRINTED | 002192 | LEANDREA FIELDS-ROBINSON | 50.00 | | | |
| 186219 | 07/01/2026 | PRINTED | 001849 | CAROLYN FOSTER | 50.00 | | | |
| 186220 | 07/01/2026 | PRINTED | 004437 | GALLS, LLC | 207.72 | | | |
| 186221 | 07/01/2026 | PRINTED | 008312 | GANAHL LUMBER COMPANY | 497.33 | | | |
| 186222 | 07/01/2026 | PRINTED | 008335 | GOMEZ GROWERS INC. | 1,927.13 | | | |
| 186223 | 07/01/2026 | PRINTED | 004256 | H & R HOME IMPROVEMENTS L | 27,000.00 | | | |
| 186224 | 07/01/2026 | PRINTED | 004256 | H & R HOME IMPROVEMENTS L | 3,000.00 | | | |
| 186225 | 07/01/2026 | PRINTED | 008729 | HERITAGE LANDSCAPE SUPPLY | 23,858.70 | | | |
| 186226 | 07/01/2026 | PRINTED | 008800 | HERITAGE POOL SUPPLY GROU | 1,374.03 | | | |
| 186227 | 07/01/2026 | PRINTED | 000234 | HOME DEPOT CREDIT SERVICE | 6,501.50 | | | |
| 186228 | 07/01/2026 | PRINTED | 000514 | HUNTINGTON HARDWARE CO IN | 930.68 | | | |
| 186229 | 07/01/2026 | PRINTED | 000576 | INTERNATIONAL EZ UP INC | 1,745.56 | | | |
| 186230 | 07/01/2026 | PRINTED | 008091 | ADVANCE QUALITY GRAPHICS | 998.92 | | | |
| 186231 | 07/01/2026 | PRINTED | 008529 | JAPANESE AUTO CENTER INC. | 120.00 | | | |
| 186232 | 07/01/2026 | PRINTED | 007596 | KEITH EDWARD ARNOLD | 50.00 | | | |

# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 186233 | 07/01/2026 | PRINTED | 008816 | KEY FOB MARKET INC | 2,498.00 | | | |
| 186234 | 07/01/2026 | PRINTED | 000147 | L AND B PIPE AND SUPPLY C | 2,110.49 | | | |
| 186235 | 07/01/2026 | PRINTED | 000094 | LAKESHORE LEARNING MATERI | 1,103.28 | | | |
| 186236 | 07/01/2026 | PRINTED | 007866 | LAWRENCE MICHAEL FLINTON | 50.00 | | | |
| 186237 | 07/01/2026 | PRINTED | 000070 | LOS ANGELES COUNTY DEPT O | 715.76 | | | |
| 186238 | 07/01/2026 | PRINTED | 000074 | LOS ANGELES COUNTY SHERIF | 2,988.94 | | | |
| 186239 | 07/01/2026 | PRINTED | 008716 | MARIBEL CERVANTES | 1,462.50 | | | |
| 186240 | 07/01/2026 | PRINTED | 008434 | MILAGRO MEDIA STRATEGIES | 1,900.00 | | | |
| 186241 | 07/01/2026 | PRINTED | 000599 | MR HOSE INC | 240.89 | | | |
| 186242 | 07/01/2026 | PRINTED | 000385 | NATIONWIDE ENVIRONMENTAL | 106,141.45 | | | |
| 186243 | 07/01/2026 | PRINTED | 007779 | NEMIE P. MOSEQUERA | 50.00 | | | |
| 186244 | 07/01/2026 | PRINTED | 010999 | EMILY AVILA | 239.07 | | | |
| 186245 | 07/01/2026 | PRINTED | 000357 | ORANGE COUNTY TANK TESTIN | 885.00 | | | |
| 186246 | 07/01/2026 | PRINTED | 003832 | PARS - PUBLIC AGENCY RETI | 1,869.61 | | | |
| 186247 | 07/01/2026 | PRINTED | 000528 | PARTY PRONTO | 519.00 | | | |
| 186248 | 07/01/2026 | PRINTED | 008636 | PHOENIX GROUP INFORMATION | 15,295.16 | | | |
| 186249 | 07/01/2026 | PRINTED | 001126 | GRETA PRICE | 50.00 | | | |
| 186250 | 07/01/2026 | PRINTED | 008767 | R3 CONSULTING GROUP, INC. | 14,475.00 | | | |
| 186251 | 07/01/2026 | PRINTED | 008545 | RANDY D. BROWN | 50.00 | | | |
| 186252 | 07/01/2026 | PRINTED | 000402 | ROADLINE PRODUCTS INC USA | 346.26 | | | |
| 186253 | 07/01/2026 | PRINTED | 000057 | ROBERT MCELROY LLC | 47.97 | | | |
| 186254 | 07/01/2026 | PRINTED | 001230 | ROBERTSONS READY MIX CONC | 974.10 | | | |
| 186255 | 07/01/2026 | PRINTED | 000120 | S&S WORLDWIDE INC | 145.93 | | | |
| 186256 | 07/01/2026 | PRINTED | 007957 | SAMUEL DACUS | 50.00 | | | |
| 186257 | 07/01/2026 | PRINTED | 006964 | SCCI, INC. | 2,800.00 | | | |
| 186258 | 07/01/2026 | PRINTED | 004435 | SCP DISTRIBUTORS LLC | 4,729.69 | | | |
| 186259 | 07/01/2026 | PRINTED | 007632 | SEAY, AL CARNEL | 50.00 | | | |
| 186260 | 07/01/2026 | PRINTED | 000124 | SEPULVEDA BUILDING MATERI | 1,278.85 | | | |
| 186261 | 07/01/2026 | PRINTED | 000211 | SMART AND FINAL IRIS | 1,171.61 | | | |
| 186262 | 07/01/2026 | PRINTED | 006477 | SNAP-ON INCORPORATED | 52.16 | | | |
| 186263 | 07/01/2026 | PRINTED | 000240 | SOUTHERN CALIFORNIA EDISO | 17,275.13 | | | |
| 186264 | 07/01/2026 | PRINTED | 004417 | SOCALGAS | 10,355.11 | | | |
| 186265 | 07/01/2026 | PRINTED | 004938 | SOLARMAX LED INC | 9,110.73 | | | |
| 186266 | 07/01/2026 | PRINTED | 003848 | STEPHEN J WILLIAMS | 76,087.00 | | | |
| 186267 | 07/01/2026 | PRINTED | 008106 | TOTUM CORP | 70,712.50 | | | |
| 186268 | 07/01/2026 | PRINTED | 001758 | SHEILA TRESVANT | 50.00 | | | |
| 186269 | 07/01/2026 | PRINTED | 000135 | TRI CITY GLASS CO | 554.00 | | | |
| 186270 | 07/01/2026 | PRINTED | 007347 | TRI-STAR SAFETY SERVICES | 7,138.41 | | | |
| 186271 | 07/01/2026 | PRINTED | 006769 | U S BANK CORPORATE PAYMEN | 102.51 | | | |
| 186272 | 07/01/2026 | PRINTED | 001751 | VORTEX INDUSTRIES, LLC | 19,925.96 | | | |
| 186273 | 07/01/2026 | PRINTED | 005511 | VULCAN MATERIALS CO. | 2,295.91 | | | |
| 186274 | 07/01/2026 | PRINTED | 000888 | WATERLINE TECHNOLOGIES | 3,482.89 | | | |
| 186275 | 07/01/2026 | PRINTED | 000302 | WAXIE SANITARY SUPPLY | 1,253.47 | | | |
| 186276 | 07/01/2026 | PRINTED | 000212 | WEST COAST ARBORISTS | 2,100.00 | | | |
| 186277 | 07/01/2026 | PRINTED | 007893 | WINNER CHEVROLET, INC | 156,350.55 | | | |
| 186278 | 07/02/2026 | PRINTED | 000346 | ALL AMERICAN ASPHALT | 641,217.22 | | | |
| 186279 | 07/02/2026 | PRINTED | 004388 | AIS TRUST ACCOUNT NEWPORT | 1,690.00 | | | |
| 186280 | 07/02/2026 | PRINTED | 000168 | AMERICAN PUBLIC WORKS ASS | 516.00 | | | |
| 186281 | 07/02/2026 | PRINTED | 006675 | AMERICAN TRANSPORTATION S | 1,573.36 | | | |
| 186282 | 07/02/2026 | PRINTED | 008585 | BLACKSTONE REMODELING INC | 4,815.00 | | | |
| 186283 | 07/02/2026 | PRINTED | 001438 | BLUE DIAMOND MATERIALS | 1,151.33 | | | |
| 186284 | 07/02/2026 | PRINTED | 000405 | CALPERS | 17,274.40 | | | |

# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 186285 | 07/02/2026 | PRINTED | 001489 | CHOURA VENUE SERVICES | 757.11 | | | |
| 186286 | 07/02/2026 | PRINTED | 000803 | CLEAN ENERGY | 1,371.12 | | | |
| 186287 | 07/02/2026 | PRINTED | 008352 | GRAFFITI PROTECTIVE COATI | 1,361.60 | | | |
| 186288 | 07/02/2026 | PRINTED | 007101 | ADOLPH KIEFER & ASSOCIATE | 4,013.98 | | | |
| 186289 | 07/02/2026 | PRINTED | 000214 | LESLIES SWIMMING POOL SUP | 807.55 | | | |
| 186290 | 07/02/2026 | PRINTED | 006668 | LOS ANGELES CONSERVATION | 32,877.49 | | | |
| 186291 | 07/02/2026 | PRINTED | 000494 | M AND S METALS | 7,143.83 | | | |
| 186292 | 07/02/2026 | PRINTED | 007248 | MARIA'S GARDEN CENTER & L | 229.22 | | | |
| 186293 | 07/02/2026 | PRINTED | 000275 | MUSIC THEATRE INTERNATION | 740.00 | | | |
| 186294 | 07/02/2026 | PRINTED | 008521 | NAZDAR SUPPLY INC | 24,999.89 | | | |
| 186295 | 07/02/2026 | PRINTED | 010999 | Allen Ace | 2.06 | | | |
| 186296 | 07/02/2026 | PRINTED | 010999 | Amber Coulson | 90.13 | | | |
| 186297 | 07/02/2026 | PRINTED | 010999 | Angel Ahn | 11.13 | | | |
| 186298 | 07/02/2026 | PRINTED | 010999 | Arnel Esguerra | 7.07 | | | |
| 186299 | 07/02/2026 | PRINTED | 010999 | Binod Dhami | 4.62 | | | |
| 186300 | 07/02/2026 | PRINTED | 010999 | Brittney Coulter-Page | 16.76 | | | |
| 186301 | 07/02/2026 | PRINTED | 010999 | Camille Cunanan | 17.03 | | | |
| 186302 | 07/02/2026 | PRINTED | 010999 | Daniel Barbosa | 11.19 | | | |
| 186303 | 07/02/2026 | PRINTED | 010999 | Debra Baston | 15.17 | | | |
| 186304 | 07/02/2026 | PRINTED | 010999 | Elsy Gutierrez | 25.71 | | | |
| 186305 | 07/02/2026 | PRINTED | 010999 | Erica Tinsley | 3.10 | | | |
| 186306 | 07/02/2026 | PRINTED | 010999 | Erin Hicks | 6.48 | | | |
| 186307 | 07/02/2026 | PRINTED | 010999 | Jessica Mendoza | 5.44 | | | |
| 186308 | 07/02/2026 | PRINTED | 010999 | Kaneca Pompey | 1.57 | | | |
| 186309 | 07/02/2026 | PRINTED | 010999 | Karl Manalili | 30.78 | | | |
| 186310 | 07/02/2026 | PRINTED | 010999 | Kennedy Yip | 4.98 | | | |
| 186311 | 07/02/2026 | PRINTED | 010999 | Lysander Bruce Del Rio | 29.51 | | | |
| 186312 | 07/02/2026 | PRINTED | 010999 | Noemi Bautista | 33.09 | | | |
| 186313 | 07/02/2026 | PRINTED | 010999 | Paul Yu | 5.54 | | | |
| 186314 | 07/02/2026 | PRINTED | 010999 | Ronald Tolentino | 48.07 | | | |
| 186315 | 07/02/2026 | PRINTED | 010999 | Rosalie Tallud | 9.18 | | | |
| 186316 | 07/02/2026 | PRINTED | 010999 | Rowell Estrella | 37.43 | | | |
| 186317 | 07/02/2026 | PRINTED | 010999 | Roy Little | 111.70 | | | |
| 186318 | 07/02/2026 | PRINTED | 010999 | Shelene Bolds | 1.73 | | | |
| 186319 | 07/02/2026 | PRINTED | 010999 | Soshi Odawara | 20.39 | | | |
| 186320 | 07/02/2026 | PRINTED | 010999 | Susan Dumler | 7.44 | | | |
| 186321 | 07/02/2026 | PRINTED | 010999 | Thomas Rubio | 31.27 | | | |
| 186322 | 07/02/2026 | PRINTED | 010999 | Yno Leo Raymond Gonzales | 10.77 | | | |
| 186323 | 07/02/2026 | PRINTED | 000832 | PEERLESS MATERIALS CO | 6,244.89 | | | |
| 186324 | 07/02/2026 | PRINTED | 007907 | PRECISION INVESTMENT | 503.75 | | | |
| 186325 | 07/02/2026 | PRINTED | 000588 | REFRIGERATION SUPPLIES DI | 1,522.80 | | | |
| 186326 | 07/02/2026 | PRINTED | 010000 | GAIL HUBBARD | 500.00 | | | |
| 186327 | 07/02/2026 | PRINTED | 010000 | NINA HAMPTON | 250.00 | | | |
| 186328 | 07/02/2026 | PRINTED | 001230 | ROBERTSONS READY MIX CONC | 1,097.28 | | | |
| 186329 | 07/02/2026 | PRINTED | 000171 | SOUTHERN CALIFORNIA ASSOC | 13,235.00 | | | |
| 186330 | 07/02/2026 | PRINTED | 000240 | SOUTHERN CALIFORNIA EDISO | 54,867.21 | | | |
| 186331 | 07/02/2026 | PRINTED | 007956 | THOMAS WOODS | 50.00 | | | |
| 186332 | 07/02/2026 | PRINTED | 006769 | U S BANK CORPORATE PAYMEN | 6,968.67 | | | |
| 186333 | 07/02/2026 | PRINTED | 000361 | WEST COAST SAND AND GRAVE | 402.99 | | | |
| 186334 | 07/02/2026 | PRINTED | 002925 | KARL WILVERT | 50.00 | | | |
| 186335 | 07/02/2026 | PRINTED | 004222 | RICHARD WOODS JR | 50.00 | | | |

# AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| | | 311 | CHECKS | CASH ACCOUNT TOTAL | 6,771,387.71 | .00 | | |

# City of Carson

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: Uncleared

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 311 | 06/30/2026 | WIRE | 004084 | RE SOLUTIONS, LLC | 336,512.30 | | | |
| 312 | 06/30/2026 | WIRE | 004084 | RE SOLUTIONS, LLC | 3,081,144.03 | | | |
| | | | 2 CHECKS | CASH ACCOUNT TOTAL | 3,417,656.33 | .00 | | |

# City of Carson

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 284-99-999-999-1032- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 1303 | 06/11/2026 | PRINTED | 007451 | EXP US SERVICES INC | 53,202.00 | | | |
| | | 1 CHECKS | | CASH ACCOUNT TOTAL | 53,202.00 | .00 | | |

**RESOLUTION NO. 26-09-CHA**

**A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $13,094.03, DEMAND CHECK NUMBERS HA-002128 THROUGH HA-002130 (HOUSING AUTHORITY)**

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On July 21, 2026, the City Council ratified the demand numbers HA-002128 through HA-002130 for Carson Housing Authority. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $13,094.03.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 21ST DAY OF JULY, 2026.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

**CERTIFICATION**

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 21ST DAY OF JULY, 2026 AT CARSON, CALIFORNIA:

_____

David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-09-CHA, was adopted by the City of Carson City Council at its meeting held on July 21, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

# City of Carson

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 2128 | 06/18/2026 | PRINTED | 000685 | AMERINATIONAL COMMUNITY S | 666.67 | | | |
| 2129 | 06/18/2026 | PRINTED | 000423 | AVALON COURTYARD | 12,072.84 | | | |
| 2130 | 06/18/2026 | PRINTED | 006884 | LYFT, INC. | 354.52 | | | |
| | | 3 CHECKS | | CASH ACCOUNT TOTAL | 13,094.03 | .00 | | |

**RESOLUTION NO. 26-09-CSA**

**A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $954.00, DEMAND CHECK NUMBER SA-002000 (SUCCESSOR AGENCY)**

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On July 21, 2026, the City Council ratified the demand number SA-002000 for Carson Successor Agency. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $954.00.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 21ST DAY OF JULY, 2026.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

**CERTIFICATION**

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 21ST DAY OF JULY, 2026 AT CARSON, CALIFORNIA:

_____

David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-09-CSA, was adopted by the City of Carson City Council at its meeting held on July 21, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

# City of Carson

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 2000 | 06/18/2026 | PRINTED | 001924 | THE BANK OF NEW YORK MELL | 954.00 | | | |
| | | 1 CHECKS | | CASH ACCOUNT TOTAL | 954.00 | .00 | | |

**RESOLUTION NO. 26-01-ENT**

**A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,041,771.00, DEMAND CHECK NUMBER ENT-000310 AND WIRE NUMBERS ENT-000308 AND ENT-000309 (ENTERPRISE)**

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On July 21, 2026, the City Council ratified the demand number ENT-000308 through ENT-000310 for the Enterprise fund. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $9,041,771.00.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 21ST DAY OF JULY, 2026.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

**CERTIFICATION**

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 21ST DAY OF JULY, 2026 AT CARSON, CALIFORNIA:

_____

David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-01-ENT, was adopted by the City of Carson City Council at its meeting held on July 21, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

# City of Carson

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 510-99-999-999-1015- FOR: All Except Stale

| CHECK # | CHECK DATE | TYPE | VENDOR | NAME | UNCLEARED | CLEARED | BATCH | CLEAR DATE |
|---|---|---|---|---|---|---|---|---|
| 308 | 06/09/2026 | WIRE | 008573 | HP COMMUNICATIONS, INC. | 2,948,740.55 | | | |
| 309 | 06/08/2026 | WIRE | 008573 | HP COMMUNICATIONS, INC. | 2,521,616.81 | | | |
| 310 | 07/01/2026 | PRINTED | 008573 | HP COMMUNICATIONS, INC. | 3,571,413.64 | | | |
| | | | 3 CHECKS | CASH ACCOUNT TOTAL | 9,041,771.00 | .00 | | |

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: Keichun Graves, Council Aide COUNCIL Administration

Subject: CONSIDER RESOLUTION NO. 26-074 OFFICIALLY DECLARING 2026 AS THE YEAR OF THE CHILD IN THE CITY OF CARSON AND ENCOURAGING COMMUNITYWIDE SUPPORT OF YOUTH DEVELOPMENT, EDUCATION, AND FAMILY ENGAGMENT (CITY COUNCIL)

## I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and provides the City Council an opportunity to formally declare 2026 as the "Year of the Child" in the City of Carson and reaffirms the City's commitment to investing in the well-being, education, safety, leadership development, and overall success of Carson's youth.

The initiative builds upon Mayor Lula Davis-Holmes' vision announced during the 2026 State of the City Address and recognizes the City's ongoing efforts to prioritize children and families through educational programs, public safety initiatives, recreation services, community events, recognition programs, and partnerships with schools and community organizations.

Adoption of the Resolution provides formal City Council recognition of this citywide initiative while encouraging continued collaboration among City departments and community partners to expand opportunities for Carson's youth throughout the remainder of 2026.

## II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-074, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFICIALLY DECLARING 2026 AS THE “YEAR OF THE CHILD” AND AFFIRMING THE CITY’S COMMITMENT TO ADVANCING PROGRAMS, PARTNERSHIPS, AND OPPORTUNITIES THAT SUPPORT THE WELL-BEING, DEVELOPMENT, AND SUCCESS OF CARSON’S YOUTH".

## III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

## IV. BACKGROUND

During the 2026 State of the City Address, Mayor Lula Davis-Holmes designated 2026 as the "Year of the Child," establishing a citywide focus on expanding opportunities and resources that benefit children and families. The proposed Resolution formally recognizes these ongoing efforts and establishes the Year of the Child as an official City initiative, encouraging continued interdepartmental and community collaboration to further enhance services and opportunities for Carson's youth.

## V. FISCAL IMPACT

There is no fiscal impact associated with this staff report, as it pertains only to the adopted of the Resolution.

## VI. EXHIBITS

1. Resolution No. 26-074

**Attachments**

Resolution 26-074

**RESOLUTION NO. 26-074**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFICIALLY DECLARING 2026 AS THE "YEAR OF THE CHILD" AND AFFIRMING THE CITY'S COMMITMENT TO ADVANCING PROGRAMS, PARTNERSHIPS, AND OPPORTUNITIES THAT SUPPORT THE WELL-BEING, DEVELOPMENT, AND SUCCESS OF CARSON'S YOUTH**

**WHEREAS**, the City Council recognizes that children are among Carson's greatest assets and that investing in their education, health, safety, leadership development, and overall well-being is essential to the City's future; and

**WHEREAS**, Mayor Lula Davis-Holmes identified 2026 as the Year of the Child during her State of the City Address, establishing a vision that places Carson's youth at the forefront of community investment and engagement; and

**WHEREAS**, throughout 2026, the City has already advanced this vision through youth-centered initiatives, educational outreach, fire safety education, literacy efforts, recreation programs, community events, and partnerships benefiting Carson's children and families; and

**WHEREAS**, the City Council desires to formally recognize and strengthen this commitment by adopting the Year of the Child as an official citywide initiative; and

**WHEREAS**, the Year of the Child initiative seeks to foster collaboration among City departments, schools, community organizations, businesses, faith-based organizations, and residents to create opportunities that encourage academic achievement, civic engagement, leadership, public safety, health, and overall youth development; and

**WHEREAS**, the initiatives include, but are not limited to the Mayor of the Day Program, the Teacher, Principal and Outstanding Parent Volunteer Recognition, the Principal of the Year Recognition, the Back-to-School Backpack Giveaway, the Children's activity areas at City-sponsored events, the Youth public safety and educational programming, the Holiday Toy Drive, and Multimedia storytelling and public awareness campaigns highlighting Carson's youth and the City's investment in their future; and

**WHEREAS**, the City Council believes that intentionally investing in children today strengthens families, neighborhoods, schools, businesses, and the Carson community for generations to come.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The City Council officially declares 2026 as the "Year of the Child" in the City of Carson.

**SECTION 3.** The City Council supports the continued implementation and promotion of youth-focused programs, partnerships, events, and initiatives that advance the goals of the Year of the Child.

**SECTION 4.** The City Manager's Office, the Mayor's Office, and appropriate City Departments are encouraged to collaborate with schools, nonprofit organizations, businesses, faith-based organizations, public safety agencies, and community partners to support and expand Year of the Child initiatives throughout the remainder of 2026.

**SECTION 5.** The City Clerk shall certify the adoption of this Resolution, which shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 21st day of July 2026.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CARSON )

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 26-074, was passed and approved by the City Council of the City of Carson at its meeting held on July 21, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

Subject: CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO NBS GOVERNMENT FINANCE GROUP TO EVALUATE AND IMPLEMENT A CITY-MANAGED STREET LIGHTING ASSESSMENT DISTRICT (CITY COUNCIL)

## I. SUMMARY

On March 12, 2026, the City issued Request for Proposals (RFP) No. 26-016 seeking qualified firms to assist with evaluating and potentially transitioning the City's street lighting program from Los Angeles County administration to a City-managed street lighting district. The purpose of this effort is to provide the City with greater local control over its street lighting system while maintaining uninterrupted service, preserving financial stability, and establishing a sustainable long-term funding and management structure. In response to the RFP, the City received two proposals (Exhibit 1).

Following a competitive evaluation process, NBS Government Finance Group (NBS) was ranked as the most qualified firm, and a Notice of Intent to Award was issued on June 8, 2026 (Exhibit 2). Staff is requesting City Council approval of a five-year Professional Services Agreement with NBS in an amount not to exceed $312,500 (Exhibit 3) to provide the technical, financial, engineering, and public outreach services necessary to evaluate, develop, and, if appropriate, implement a City-managed street lighting assessment district. To promote sound fiscal stewardship and reduce project risk, the agreement is structured in phases. The initial phase, with a cost not to exceed $84,500, will focus on evaluating the feasibility of the transition, including financial analysis, assessment engineering, and implementation planning. If the analysis determines that a City-managed street lighting district is not financially or operationally feasible, or if the City elects not to proceed, the agreement may be terminated without advancing to subsequent phases. If the project moves forward, NBS will provide specialized expertise throughout the assessment district formation process, including compliance with Proposition 218, to help ensure a smooth transition, uninterrupted street lighting services, a financially sustainable funding mechanism, and greater local control over the City's street lighting program.

## II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE a five-year Professional Services Agreement with NBS Government Finance Group in an amount not to exceed $312,500 to provide consulting services for the evaluation, potential formation, and implementation of a City-managed street lighting assessment district (Exhibit 3); the agreement is structured in phases, with the initial phase not to exceed $84,500 to evaluate the financial, technical, and operational feasibility of the transition before proceeding with subsequent phases; and,

2. AUTHORIZE the Mayor to execute the proposed Professional Services Agreement, subject to approval as to form by the City Attorney.

## III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate and consistent with applicable law.

## IV. BACKGROUND

On February 17, 2026, the City Council adopted Resolution No. 26-018, authorizing staff to begin the process of transferring administration of the City's street lighting system from Los Angeles County Lighting Maintenance District (LMD) No. 1687 to a City-managed street lighting assessment district. This action also directed staff to begin the technical, financial, legal, and administrative work necessary to evaluate and implement the transition, including retaining a qualified consultant to prepare the required engineering and financial analyses, assist with the Proposition 218 assessment process, and provide implementation support throughout the project.

The proposed transition is intended to provide the City with greater local control over its street lighting program while maintaining uninterrupted service to residents. Rather than relying on the County's regional administrative process, the City would assume responsibility for managing its own street lighting assessment district, allowing future decisions regarding maintenance, repairs, capital improvements, and service priorities to be made locally by the City Council. The transition is also expected to improve responsiveness to community needs, increase transparency and accountability, better coordinate street lighting improvements with other City infrastructure projects, and position the City to pursue future modernization initiatives, including energy-efficient lighting technologies and other system enhancements. Importantly, the transition is intended to preserve the existing dedicated funding source that supports ongoing street lighting operations.

Consistent with the City Council's direction, the City released Request for Proposals (RFP) No. 26-016 on March 12, 2026, seeking qualified firms to provide professional consulting services for the formation and implementation of a City-managed street lighting assessment district. The selected consultant will assist the City with preparing the Engineer's Report required by state law, conducting financial and assessment analyses, coordinating the Proposition 218 property owner notification and ballot process, developing the implementation strategy, and providing technical and administrative support throughout the transition. These services are essential to ensure the project complies with all applicable legal requirements while maintaining the long-term financial and operational sustainability of the City's street lighting program.

The City received proposals from two qualified firms:

- NBS Government Finance Group
- Webb Municipal Finance, LLC

An internal evaluation committee comprised of representatives from the Engineering, Finance, and Sustainability divisions reviewed each proposal using the evaluation criteria established in the Request for Proposals. Firms were evaluated based on their understanding of the project, proposed technical approach, relevant experience, assessment engineering expertise, staffing qualifications, project schedule, and overall ability to successfully deliver the required services. Based on the evaluation results, NBS Government Finance Group received the highest overall score and was ranked as the most qualified firm.

As part of the City's due diligence, staff also conducted reference checks with several California public agencies that have retained NBS for similar assessment district formation and administration projects. Those agencies consistently reported that NBS delivered high-quality work, demonstrated strong technical expertise, maintained excellent communication, adhered to project schedules, and effectively managed complex assessment district and Proposition 218 processes. NBS has extensive experience providing municipal finance, assessment engineering, and district administration services for numerous California cities, including Eastvale, Fairfield, Pomona, and Vista, making the firm well qualified to assist Carson with this important initiative.

Based on the proposal evaluation, qualifications, project experience, and positive client references, staff recommends awarding the professional services agreement to NBS Government Finance Group. The firm's experience with assessment district formation, Proposition 218 compliance, and long-term district administration positions the City to successfully complete the transition while maintaining fiscal responsibility, preserving dedicated funding for street lighting services, and ensuring continued reliable service to Carson residents and businesses.

## V. FISCAL IMPACT

Funding for the initial phase of the proposed Professional Services Agreement, in an amount not to exceed $84,500, is included in the City's adopted Fiscal Year 2026-27 General Fund Budget under Account No. 101-50-503-101-6004. To promote sound fiscal management, the agreement is structured in phases. Progression to subsequent phases will occur only after successful completion of the initial work and will be subject to future City Council budget appropriations through the annual budget process.

## VI. EXHIBITS

1. Bid Register
2. Notice of Intent to Award
3. Contract Services Agreement with NBS Government Finance Group

**Attachments**

Exhibit No. 1 - Bid Register.pdf

Exhibit No. 2 Notice of Intent to Award.pdf

Exhibit No. 3 - Contract Services Agreement with NBS Government Finance Group.pdf

# CITY OF CARSON
# BID REGISTER

City Clerk's Office RECEIVED 4-9-26 9:00 a.m. JR

**NAME OF PROJECT:** *RFP 26-016 – STREETLIGHT DISTRICT, ANALYSIS, TRANSFER, FORMATION, AND SUPPORT SERVICES*

**BID OPENING DATE:** *04-09-26* **TIME:** *9:00 A.M.*

| # | COMPANY | COMPANY CONTACT (If Applicable) | PLANET BID DATE/TIME RECEIVED | HARD COPY DATE/TIME RECEIVED | | |
|---|---|---|---|---|---|---|
| 1. | NBS Government Finance Group | Sara Mares | 4/9/26 8:45 a.m. | — | | |
| 2. | Webb Municipal Finance LLC | Heidi Shoeppe | 4/8/26 1:39 p.m. | — | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |

Opened By: N/A (Print Legibly) JR (Initials)

Staff Present: Reata Kulcsar (Print Legibly) RK (Initials)

City Clerk: Jorge Linares, Deputy City Clerk (Signature)

PlanetBids Opened By: Shelly McGhee, Senior Buyer (Print Legibly) SM (Initials)

on Behalf of Josila Traina, Purchasing Manager

City of Carson

# STREETLIGHT DISTRICT, ANALYSIS, TRANSFER, FORMATION, AND SUPPORT SE

Award Pending as of June 8, 2026

An Award is **Pending** to NBS Government Finance Group

To All Respondents: On behalf of the City of Carson, we thank you for your interest in doing business with the City of Carson, and for your participation in Request for Proposals (RFP) No. 26-016 STREETLIGHT DISTRICT, ANALYSIS, TRANSFER, FORMATION, AND SUPPORT SERVICES. Proposals submitted in response to this RFP were evaluated in accordance with the City of Carson's Municipal Code and the evaluation criteria outlined in the solicitation documents. After careful consideration and evaluation, the City hereby announces its intent to award a contract to: NBS GOVERNMENT FINANCE GROUP. Please note that no contract shall be considered in effect until a formal agreement has been fully executed by both the awarded contractor and the City. The successful proposer is advised not to commence any work, purchase materials, or enter into subcontracts related to this project until the agreement has been signed by all required parties. The designated department will contact the awarded firm directly to initiate the contract development process. Once the terms have been finalized and mutually agreed upon, any contract with a total value exceeding $75,000 will be submitted to the City Council for final review and approval, in accordance with City policy. For public records requests, please contact: cityclerk@carsonca.gov. We sincerely appreciate the time, effort, and resources you dedicated to preparing your proposal. Thank you again for your continued interest in working with the City of Carson.

| Item # | Item Code | Description | UOM | Qty |
|---|---|---|---|---|
| Complete Project | | | | |
| 1 | | STREETLIGHT DISTRICT, ANALYSIS, TRANSFER, … | Complete Project | 1 |

VENDORLINE
POWERED BY PLANETBIDS
Search & Bid on Thousands of Contracts
www.vendorline.com

# CONTRACT SERVICES AGREEMENT

**By and Between**

**CITY OF CARSON**

**and**

**NBS GOVERNMENT FINANCE GROUP**

**AGREEMENT FOR CONTRACT SERVICES**
**BETWEEN THE CITY OF CARSON AND**
**NBS GOVERNMENT FINANCE GROUP**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and NBS GOVERNMENT FINANCE GROUP, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three-hundred Twelve Thousand Five Hundred Dollars ($312,500) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

## ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

| Sara Mares | Chief Operating Officer |
|---|---|
| (Name) | (Title) |

| | |
|---|---|
| (Name) | (Title) |
| (Name) | (Title) |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Reata Kulcsar, Energy and Sustainability Officer, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____

, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By:_____
Name: Stephanie Parson
Title: President & Secretary

By:_____
Name: Sara Mares
Title: Vice President
Address:_____

_____

_____

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 202617 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**
SCOPE OF SERVICES

## I. Consultant will perform the following Services:

Consultant will provide professional consulting, assessment engineering, district formation, and implementation services to assist the City of Carson with the analysis, transfer, formation, and administration of a City-managed streetlight district. Services will include evaluating existing County-administered streetlight districts, developing assessment methodologies and an Engineer's Report, conducting special benefit analyses, preparing Proposition 218 noticing and balloting materials, supporting public outreach and hearings, coordinating with City staff and stakeholders, and providing all technical documentation necessary to establish and implement a sustainable, legally compliant, and locally administered streetlight district that ensures continued service delivery and long-term operational efficiency.

### A. PHASE 1 – EXISTING CONDITIONS & DISTRICT ANALYSIS (REQUIRED)

#### 1.1 Existing District & Governance Assessment

a. Review and analysis of the existing County Lighting Maintenance District (CLMD 1697) and the Landscaping and Lighting Act 1 (Carson Zone).
b. Evaluation of district boundaries, benefited parcels, and zones
c. Review of current governance, administrative structure, and service delivery model
d. Identify all statutory and interagency procedures required to transition administration from the County to the City, including any required actions by the Los Angeles County Board of Supervisors, Auditor-Controller, Assessor, and provide a written transition action plan with responsible parties and deadlines.
e. Identification of transition considerations, constraints, and risks associated with City administration
f. Evaluate and document street lighting–related services currently provided by Los Angeles County and develop a transition plan for the City to assume these functions. At a minimum, the consultant shall address the following County-provided services and identify how each will be replicated, improved, or reassigned:
    i. Administrative Services
        - Ensure district procedures comply with the Streets and Highways Code, Government Code, and other applicable regulations
        - Budgeting, accounting support, and cost control for district operations
        - Review of Southern California Edison (SCE) invoices, payment coordination, and billing audits/corrections
        - Maintenance of district boundaries and streetlight inventory using GIS

ii. Annual financial review and recommendations regarding assessment adjustments

iii. Annual levy of streetlight assessments, including:

- Preparation of the Engineer's Report documenting operation, maintenance, and capital improvement costs
- Coordination of community outreach when assessment adjustments are necessary
- Support for public hearing proceedings and governing body approvals
- Lead proposition 218 balloting and noticing requirements
- Preparation and submittal of Direct Assessment information to the Auditor-Controller for inclusion on the property tax roll

iv. Website content and public information materials related to this effort (i.e., graphics, FAQs, maps, etc.)

**B.** PHASE 1B - DISTRICT ENGINEERING & ASSESSMENTADMINISTRATION (REQUIRED)

1.1B Assessment Engineering & Legal Compliance Tasks

Consultant will perform all assessment engineering work necessary to establish and maintain legally defensible assessments in compliance with Article XIII C and XIII D of the California Constitution (Proposition 218) and the Landscaping and Lighting Act of 1972. The Engineer's Report shall function as the legal basis for levy of assessments and must be prepared accordingly.

a. Required tasks include:

i. Special Benefit Analysis

- Identify and document the specific improvements funded by the district
- Differentiate special benefit versus general public benefit
- Prepare written justification demonstrating how parcels receive a proportional special benefit
- Develop benefit zones where appropriate

ii. General Benefit Determination

- Quantify the portion of costs attributable to general public benefit
- Calculate and recommend the City General Fund contribution for general benefit
- Document methodology used to separate special and general benefit

- The Engineer's Report shall expressly address and comply with California Constitution Article XIIID, including without limitation sections 2(i) and 4(a) thereof, and shall include detailed narrative and quantitative support for the separation of special benefit and general benefit and the proportional apportionment of special benefit to parcels.

iii. Assessment Apportionment Methodology
- Develop defensible assessment formula (e.g., EDU or equivalent benefit unit method)
- Assign benefit weighting by land use category (residential, commercial, industrial, institutional, vacant)
- Develop parcel-level assessment calculations
- Provide calculation model usable by City staff for future updates

iv. Official Assessment Documentation
- Prepare formal Assessment Diagram compliant with statutory requirements
- Prepare official Assessment Roll formatted for property tax roll submission
- Coordinate with the County Auditor-Controller and Assessor requirements
- Prepare ballot weighting calculations for Proposition 218 proceedings
- Prepare ballots, notices, and coordinate mailing

v. Capital & Lifecycle Planning
- Prepare useful life analysis of lighting infrastructure
- Develop capital replacement and rehabilitation schedule
- Incorporate long-term maintenance and capital costs into assessment modeling

vi. Annual Levy & Ongoing Compliance
- Prepare annual levy calculations and documentation
- Provide model and instructions for future annual updates

- Assist City with ongoing compliance requirements related to assessment administration

b. All assessment engineering tasks described in this phase apply to the LLA-1 assessment district. CLMD 1697 operational analysis shall be performed for service continuity and cost allocation purposes but does not require Proposition 218 assessment formation procedures.

**C.** Consultant will provide assessment district engineering services necessary to establish and maintain the district in compliance with the Landscaping and Lighting Act of 1972 and Proposition 218 requirements.

**D.** Engineer's Report Certification – Consultant shall prepare and certify the Formation Engineer's Report in accordance with the Landscaping and Lighting Act of 1972, including the assessment methodology, assessment diagram, assessment roll, benefit analysis, and supporting documentation necessary for district formation and assessment levy proceedings. Consultant shall submit the certified Engineer's Report to the City for review, City Council consideration, and district formation proceedings, and shall provide certification services for any subsequent annual Engineer's Reports as requested by the City.

a. Services shall include:
   i. Development of a benefit methodology and defensible assessment formula
   ii. Preparation of assessment diagrams and assessment roll
   iii. Parcel database development and maintenance
   iv. Calculation of annual assessments and rate modeling
   v. Operating cost allocation and proportional benefit analysis
   vi. Reserve adequacy evaluation and funding strategy
   vii. Preparation of a formal District Reserve Policy document suitable for City Council adoption
   viii. Preparation of annual levy documentation
   ix. Long-term financial modeling (minimum 10-year projection)
   x. Annual assessment updates for up to five (5) years following formation
   xi. Evaluation of service levels and relationship to assessment rates
   xii. Recommendations for future assessment adjustments

1.2B Transition & Implementation Timeline For Initial Phase

District Transition and County Coordination – Consultant shall assist the City with identifying, coordinating, and implementing the actions necessary to transition streetlight district administration from Los Angeles County to the City of Carson. Services shall include coordination with Los Angeles County Public Works, the County Auditor-Controller, and other applicable agencies to facilitate the detachment of Carson parcels from County Lighting Maintenance District No.

1697, removal of applicable County assessments from the tax roll, and alignment of the transition with the Proposition 218 district formation process. Consultant shall provide technical support, scheduling coordination, and implementation recommendations necessary to ensure an orderly and legally compliant transition of administrative responsibility. The anticipated project duration for district formation, Proposition 218 proceedings, and transition activities is approximately nine (9) to twelve (12) months.

**E.** PHASE 2 – MISCELLANEOUS ENGINEERING SERVICES, ASSET INVENTORY, RECONCILIATION, DATA DEVELOPMENT, ETC. (OPTIONAL TASKS)

The tasks identified below represent the comprehensive scope of services contemplated by the City under this Agreement. Certain tasks, including ongoing administration and implementation activities, may proceed only upon the successful completion of the initial analysis, district formation process, and approval of the Proposition 218 balloting proceedings. The City reserves the right to authorize subsequent phases of work based on project outcomes, funding availability, and City Council direction.

2.1 Citywide Street Lighting Inventory & GIS Mapping beyond the initial formation

a. Development of a comprehensive GIS and database inventory of all streetlights within the City.

b. Inventory attributes shall include, at minimum:

i. Verify accounts
ii. Location
iii. Fixture type
iv. Pole type
v. Ownership
vi. Lamp type and wattage
vii. Metering configuration
viii. Tariff classification
ix. Service account information
x. Structure identification number
xi. Electrical panel and meter association (street lighting and irrigation timers)

c. The consultant shall:

i. Overlay inventory with district boundaries
ii. Identify non-benefiting or incorrectly billed facilities
iii. Identify potential phantom billing accounts and structures (physical field check should be conducted)

iv. Coordinate with SCE to correct billing discrepancies
v. Provide data deliverables compatible with City GIS and asset management systems
vi. Identify streetlights physically located within the district footprint but currently funded by the City's General Fund and provide recommendations for incorporating those facilities into the assessment district in later phases

2.2 Asset Identification & Field Verification

a. Review existing tagging practices
b. Recommend standardized asset tagging protocol
c. Provide an optional field verification plan
d. Conduct targeted field verification where necessary

2.3 Engineering and Customer Service Functions:
a. Investigate lighting deficiencies and evaluate the need for additional lighting
b. Prepare streetlight layout plans for new installations or modifications and authorize SCE installation
c. Coordinate installation of new streetlights through petition and annexation processes
d. Support community meetings and outreach related to lighting requests
e. Upgrade and modernize existing lighting systems as needed

2.4 Annexation and Legal Processing
a. Prepare annexation documentation and legal descriptions
b. Prepare Engineer's Reports for petitions and annexations
c. Coordinate public hearings and governing body approvals
d. Conduct Proposition 218 balloting associated with annexations
e. Prepare documentation required for property tax mapping and agency coordination

2.5 Development Review Support
a. Provide engineering review of streetlighting improvements required for development projects
b. Process subdivision annexations needed to fund ongoing operation and maintenance of new lighting
c. Coordinate with developers and support service deposits where applicable
d. The consultant shall clearly recommend which services should be performed by City staff, which should be supported by on-call consulting services, and which may require ongoing consultant support during the transition and initial operational years.

2.6 Transition Coordination and Agency Handoff
a. Support meetings with the County

b. Transfer of records and invoices
c. Verification of asset lists
d. SCE account transfer assistance

2.7 Carson Street Lighting Design & Technical Standards. Development of City-specific standards including:
a. Illumination standards
b. Fixture types
c. Pole materials
d. Electrical service configurations
e. Energy efficiency requirements
f. Maintenance accessibility
g. Safety and spacing standards
h. Desired photometrics
i. Color temperature
j. Other items as related or requested

2.8 Utility Tariffs & Cost Optimization
a. Utility tariff analysis
b. Service classification review
c. Billing reconciliation procedures
d. Recommendations to minimize long-term operating costs
e. Utility regulatory coordination, including representation and monitoring of SCE rate cases and service matters

2.9 Development, Annexation & Growth Framework
a. Prepare procedures and standard conditions for:
    i. New development lighting requirements
    ii. Annexation into the district
    iii. Petition-based lighting installations
    iv. Developer-installed lighting acceptance

2.10 District Policies & Administrative Tools
a. Develop forms and policy for the following:
    i. District reserve policy
    ii. Provide workflow diagrams and internal procedures.
b. Create standard request checklist and forms for:
    i. New lighting requests
    ii. Relocation requests
    iii. Removal requests
    iv. Service complaints

2.11 Street Lighting Service & Customer Assistance
a. Develop centralized intake procedures for all lighting-related requests
b. Define response timelines and service levels
c. Prepare public guidance materials

d. Establish interdepartmental coordination procedures

**F.** OPTIONAL TASKS/SERVICES:

1. SERVICE ASSUMPTION & CONSULTANT SUPPORT FRAMEWORK

(a) The City will assume administrative responsibility for street lighting services currently provided by Los Angeles County. The consultant shall recommend a service delivery model that identifies responsibilities assigned to City staff and consultant support.

(b) The consultant shall also:
(i) Estimate annual workload by service category
(ii) Recommend staffing levels
(iii) Develop an operational structure for ongoing district administration
(iv) Provide training recommendations for City personnel

(c) Respondents shall include a Service Assumption Matrix identifying each service function, delivery model, estimated effort, and transition assumptions.

2. PROPOSITION 218 COMPLIANCE SUPPORT & COMMUNITY OUTREACH FOR FUTURE PHASES

(a) All Proposition 218 noticing, balloting, and hearing support under this section shall apply exclusively to the LLA-1 assessment district. The consultant shall coordinate operational information from CLMD 1697 as necessary to support the benefit analysis and cost allocation but shall not prepare separate assessment proceedings for CLMD 1697.

(b) The consultant shall provide full support for formation or annexation proceedings, including:

(i) Preparation of Engineer's Report and benefit analysis
(ii) Preparation of notices and mailing materials
(iii) Coordination with noticing vendors
(iv) Preparation of ballots and tabulation procedures
(v) Attendance at public hearings, protest hearing, etc.
(vi) Presentation to City Council and public bodies
(vii) Response to public questions and protests
(viii) Documentation of majority protest determination

(c) Community Outreach & Workshops:

(i) The consultant shall conduct in-person public workshops and community meetings.

(ii) Responsibilities include:

- Preparation of public education materials
- Facilitation and presentation at community workshops
- Coordination with City staff regarding meeting logistics and scheduling
- Development of presentation materials and visual aids
- Stakeholder coordination support
- Preparation of FAQ and website-ready materials

3. ANNUAL DISTRICT SUPPORT

(a) If the ballot process during the initial phase is successful, the services described in this section will be needed annually for assessment administration to place assessments on the County property tax roll. If the ballot process during the initial phase is successful, the services described in this section will be needed annually for assessment administration to place assessments on the County property tax roll. The City intends to compensate these services on a fixed annual fee basis, shown on a time and materials basis using agreed hourly rates; however, compensation shall be subject to an annual not-to-exceed amount established in the agreement. All annual services must be completed within the not to exceed amount, regardless of the time and materials. The consultant shall track hours by task and provide itemized invoices, but services required to complete the annual levy cycle shall not be deferred or billed as optional task-order work.

(b) These services shall be provided on a fixed annual fee basis and include, at a minimum:

(i) Annual Engineer's Report preparation and certification
(ii) Annual assessment and levy calculations
(iii) Preparation and maintenance of the official Assessment Roll
(iv) Annual submission calendar coordination to meet County tax roll deadlines
(v) Preparation of resolutions and levy documentation for City Council adoption
(vi) Direct Assessment submission to the County Auditor-Controller
(vii) Coordination with the County Assessor regarding parcel splits, mergers, and ownership changes
(viii) Parcel database maintenance and annual updates

(ix) Annual compliance documentation required under the Landscaping & Lighting Act of 1972
(x) Public hearing support and attendance
(xi) Routine utility billing review
(xii) Ongoing general versus special benefit recalculation, as needed due to cost or service changes
(xiii) District advisory and regulatory guidance on annual issues
(xiv) Additional Proposition 218 implementation support for subsequent phases
(xv) Standards and administrative procedures
(xvi) Billing audits and recovery of overcharges
(xvii) Cost associated with ancillary services that may be provided by third parties (such as printing and mailing)

(c) Any services requested by the city outside the annual levy services listed above (including special studies, extraordinary coordination or work arising from material scope changes) shall be compensated on a time-and-materials basis using agreed hourly rates, subject to prior written authorization by the City and a not to exceed amount. The Consultant shall track time by task and provide itemized invoices. Services required to complete the annual levy cycle shall not be deferred or treated as optional task order work.

4. AS-NEEDED SERVICES

(a) The following services are optional and will be authorized by the City on an as-needed, task-order basis. These services address non-recurring or project-driven needs and are not required for annual assessment administration:

(i) Complex utility disputes, service investigations, or special coordination with SCE
(ii) Evaluation and processing of resident requests for installation, relocation, shielding, or removal of streetlights, including field investigation, photometric lighting analysis, preparation of lighting level calculations, assessment impact evaluation, and any required petition, annexation, or noticing procedures.
(iii) Annexations initiated outside the scheduled annual assessment cycle or requiring separate proceedings
(iv) Development project review and subdivision annexations
(v) District expansion or consolidation planning
(vi) Long-term capital improvement planning
(vii) Special studies, requests, or technical memoranda not already included

(viii) General rate case support
(ix) Grant support or special funding analysis
(x) Other Special Projects as directed by the City

5. FUTURE PHASE SERVICES

(a) Infill annexation analysis and benefit evaluation
(b) Incorporation of City-funded lighting assets into the district
(c) Determine and recommend whether future developer-installed streetlights should be SCE-owned or City-owned, including lifecycle cost, tariff impacts, maintenance responsibilities, and risk allocation.
(d) Asset lifecycle management planning and replacement prioritization
(e) Capital improvement planning
(f) Additional outreach programs
(g) Integration of landscaping maintenance and improvement projects into the LLA-1 district, including assessment modeling and public noticing strategy - For subsequent phases following the initial transition, the consultant shall evaluate and recommend how eligible landscaping improvements may be incorporated into the LLA-1 district consistent with the Landscaping and Lighting Act of 1972.
(i) Tasks Include:

- Identification of potential landscaping project types (e.g., medians, parkways, gateway features, irrigation systems, and associated maintenance)
- Preparation of benefit analysis approaches applicable to landscaping components
- Coordination with City departments regarding maintenance standards and responsibilities
- Development of cost allocation methodology between lighting and landscaping services
- Recommendations for annexation or expansion procedures to include landscaping improvements
- Preparation of public-facing explanatory materials describing landscaping benefits and services

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

Consultant shall prepare and deliver all reports, Engineer's Reports, assessment data, maps, databases, calculations, and other work products developed under this Agreement in editable, non-proprietary formats. All project-specific deliverables and supporting documentation created for the Project, excluding Consultant's pre-existing proprietary

tools, shall become the property of the City and be provided in a format that allows City staff to access, use, and update the materials.:

**A.** Existing Conditions Memorandum summarizing current district operations, assets, and funding structure

**B.** Financial and Rate Analysis Report evaluating revenues, costs, and long-term funding sustainability, the analysis shall include, at a minimum:

(a) A side-by-side comparison of the current County-administered service cost structure and projected City-administered costs
(b) Identification and evaluation of administrative, utility, maintenance, and reserve funding components under each scenario
(c) Identification of any structural funding gaps or cost shifts that may occur following transition of district administration
(d) Summary tables, financial models, and narrative suitable for presentation to the City Council to support policy and budget decisions

**C.** Assessment Engineer's Report prepared in accordance with applicable law

**D.** GIS inventory and database of street lighting assets (fully editable and transferable to the City)

**E.** Parcel database identifying benefited properties and assessment information

**F.** Public outreach and workshop materials, including presentation graphics and informational handouts

**G.** Final implementation roadmap outlining required actions, milestones, and responsibilities

**H.** Annual compliance calendar identifying statutory deadlines and required filings

**I.** Additional supporting documentation as required by law

**III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**

As agreed upon with the City

**IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

**A.** PERFORMANCE EXPECTATIONS

1. The City will monitor consultant performance against the Key Performance Indicators (KPIs) described below. Failure to meet these standards may result in rejection of deliverables, required corrective action, or other remedies as outlined in the contract. All corrective work must be completed at no additional cost to the City.

2. Responsiveness and Communication:

   (a) The Consultant shall respond promptly to City inquiries, data requests, and follow-up items.

   (b) Performance Standard: At least 95% of responses shall be provided within two (2) business days.

3. Accuracy and Quality of Work

   (a) All assessment calculations, financial models, and technical documentation shall be accurate, internally consistent, and prepared in accordance with applicable law and accepted professional standards for assessment engineering. Performance Standard: Any errors identified by the City shall be corrected promptly at no additional cost to the City.

4. Timely Delivery of Work Products

   (a) The Consultant shall complete project deliverables in accordance with the agreed project schedule. Performance Standard: At least 90% of scheduled deliverables shall be submitted on or before the agreed due date.

**V. Consultant will utilize the following personnel to accomplish the Services:**

**A.** Amanda Welker, Project Manager

**B.** Nick Dayhoff, Senior Consultant

**C.** Jasper Andrade, Project Analyst

**EXHIBIT "B"**
**SPECIAL REQUIREMENTS**
**(Superseding Contract Boilerplate)**

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike-through~~ and additions shown in ***bold and italics***.

Article 5.1(c) Automotive Insurance - Please replace "any auto" with "***hired and non-owned autos***". We do not own or lease an automobile.

• Article 5.1(c) Automotive Insurance - Please strike "owned", "leased" and "any" from the last sentence. We do not own or lease an automobile.

• 5.1(d) Professional Liability - Please strike ", and must include coverage for contractual liability". Our contractual liability coverage is located within our general liability policy and not within our professional liability policy.

**EXHIBIT "C"**
**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

| Description | Pricing Structure | Proposed Cost |
|---|---|---|
| Fixed-Price Services – District Formation | Lump Sum | $84,500 |
| Optional Services – Annual District Administration (years 2-5 if initial formation successful) | Annual Fixed Fee Not To Exceed $19,500/year | $7,500 plus $1 per parcel, Not to Exceed $19,500/year |
| Optional Services – As-Needed Services | Hourly Rate Schedule (attach) | See Rate Table |
| Optional Services – Future Phase Services | Time & Materials or Estimated Cost | Not to Exceed $150,000 |

**Hourly Rate Schedule (for Section 5.3)**

| Labor Classification | Hourly Rate |
|---|---|
| Senior Review | $275 |
| Director | $250 |
| Associate Director / Engineer | $225 |
| Senior Consultant | $200 |
| Consultant | $175 |
| Senior Project Analyst | $165 |
| Project Analyst | $150 |
| Project Resource Analyst | $130 |
| Clerical / Support | $110 |

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

**III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

**A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

**B.** Line items for all materials and equipment properly charged to the Services.

**C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.

**D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed $312,500 as provided in Section 2.1 of this Agreement.**

**V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"**
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule:**

Consultant shall perform all services in accordance with a mutually agreed-upon project schedule developed by the Consultant and the City and approved by the City.

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

**A.** Financial and Rate Analysis Report – 120 days post contract approval

**B.** Engineer's Report – 180 days post contract approval

**C.** GIS/Parcel databases – 180 days post contract approval

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

Subject: CONSIDER APPROVAL OF A GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY TO SUPPORT ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AT THE CITY'S CORPORATE YARD (CITY COUNCIL)

## I. SUMMARY

Staff recommends that the City Council approve a Grant of Easement to Southern California Edison (SCE) as part of the City's participation in SCE's Charge Ready Transport Program. Approval of the easement is required to allow SCE to install, operate, and maintain the underground electrical infrastructure needed to support one DC Fast Charger and three Level 2 electric vehicle (EV) charging stations at the City's Corporate Yard. The project will primarily support the City's transit bus fleet, reduce the City's infrastructure costs through SCE's utility-funded program, and advance the City's fleet electrification and sustainability goals. The proposed Grant of Easement (Exhibit 1) outlines the terms and conditions of the easement, including the legal description and location of the easement area.

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Grant of Easement to Southern California Edison Company to facilitate construction, operation, and maintenance of the electrical infrastructure necessary to support the City's electric vehicle charging stations (Exhibit 1); and,
2. AUTHORIZE the Mayor to execute the Grant of Easement, following approval as to form by the City Attorney.

## III. ALTERNATIVES

TAKE any other action the City Council deems appropriate and consistent with applicable law.

## IV. BACKGROUND

The City is participating in Southern California Edison's (SCE) Charge Ready Transport Program to expand electric vehicle (EV) charging infrastructure at the City's Corporate Yard. The project will install the electrical infrastructure needed to support one Direct Current (DC) Fast Charger and three Level 2 EV charging stations, which will primarily serve the City's transit bus fleet, as shown on the attached location map (Exhibit 2). The Corporate Yard was selected because it is the City's primary transit operations and vehicle maintenance facility, making it the most practical and efficient location to support current and future fleet electrification.

Through the Charge Ready Transport Program, SCE will design, construct, own, and maintain the electrical infrastructure that delivers power to the charging stations, commonly referred to as the "make-ready" infrastructure. This includes the underground conduit, wiring, transformers, and other electrical equipment necessary to support the charging stations. The City will be responsible for purchasing, installing, operating, and maintaining the EV charging equipment over the 10-year term of the program. Participation in the program provides a significant financial benefit by substantially reducing the City's infrastructure costs and includes an estimated $25,200 rebate to help offset the City's purchase of the charging equipment.

As a condition of participating in the program, the City must grant SCE a limited easement over the area where the underground electrical infrastructure will be installed. An easement is a legal agreement that allows SCE to access the property for the purpose of constructing, operating, inspecting, maintaining, and repairing its electrical facilities. The proposed easement is limited to the project area and may be terminated if the charging infrastructure is permanently removed or relocated. Staff is requesting City Council approval of the Grant of Easement so SCE can record the easement and proceed with construction in accordance with the Program Participation Agreement.

Following City Council approval and recordation of the easement, SCE anticipates beginning construction of the electrical infrastructure in late August 2026. Once that work is complete, the City will install and activate the EV charging equipment. The project is anticipated to be fully operational by the end of 2026 and represents an important investment in modernizing the City's transit fleet, supporting cleaner transportation, reducing long-term operating costs, and advancing the City's sustainability and environmental goals.

## V. FISCAL IMPACT

There is no direct fiscal impact associated with approval of the proposed Grant of Easement. Approval of the easement is a required condition of the City's participation in Southern California Edison's (SCE) Charge Ready Transport Program and does not authorize any additional City expenditures beyond those previously approved. Participation in the program provides a significant financial benefit by allowing SCE to fund the design and construction of the electrical infrastructure needed to support the EV charging stations and includes an estimated rebate of approximately $25,200 to offset a portion of the City's EV charging equipment costs.

## VI. EXHIBITS

1. Grant of Easement
2. Project Location Map

**Attachments**

Exhibit No. 1 - Grant of Easement.pdf

Exhibit No. 2 - Project Location Map.pdf

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF EASEMENT**
**Vehicle Charging Station**

| | | | | |
|---|---|---|---|---|
| DOCUMENTARY TRANSFER TAX $ NONE (VALUE AND CONSIDERATION LESS THAN $100.00)<br>_____ SCE Company<br>SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME | DISTRICT<br>Compton | SERVICE ORDER<br>TD2373073 | SERIAL NO. | MAP SIZE |
| | GVM LT-8147-D<br>APN 7339-013-900 | APPROVED:<br>REAL PROPERTIES | BY<br>SLS/CG | DATE<br>05/19/2026 |

CITY OF CARSON, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems for SCE's sole use (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, solely for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the City of Carson, County of Los Angeles, State of California, described as follows:

FOR LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement and Grantee shall execute a quitclaim on a mutually acceptable form. However, except in connection with a termination of that certain Charge Ready Participation agreement affecting Grantor's property (the "CR Agreement) in accordance with the terms thereof, in no event will the vehicle charging stations be removed for a period of ten (10) years from "In-Service Date" (as defined in the CR Agreement). Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

EXECUTED this _____ day of _____, 20____.

**GRANTOR**

CITY OF CARSON,
a municipal corporation

By_____

Name_____

Title_____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of _____ )

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20____.

**GRANTEE**

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By_____

Name_____

Title_____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of _____ )

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

# EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL 2 OF PARCEL MAP NO. 15725, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 168, PAGE 72 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

**BEGINNING** AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID PARCEL 2 WITH A LINE PARALLEL WITH AND DISTANT 64.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF MAIN STREET, 50.00 FOOT HALF-WIDTH, AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00°26'30" EAST 42.00 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING ALONG SAID PARALLEL LINE, SOUTH 00°26'30" EAST 4.00 FEET;

THENCE SOUTH 89°57'00" WEST 57.00 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "B";

THENCE SOUTH 00°26'30" EAST 76.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN SAID NORTHERLY LINE, AND TO JOIN AT THE ANGLE POINTS.

STRIP #2 (6.00 FEET WIDE)

**BEGINNING** AT SAID POINT "B";

THENCE NORTH 00°26'30" WEST 25.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #3 (14.00 FEET WIDE)

**BEGINNING** AT SAID POINT "A";

THENCE NORTH 89°33'30" EAST 7.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

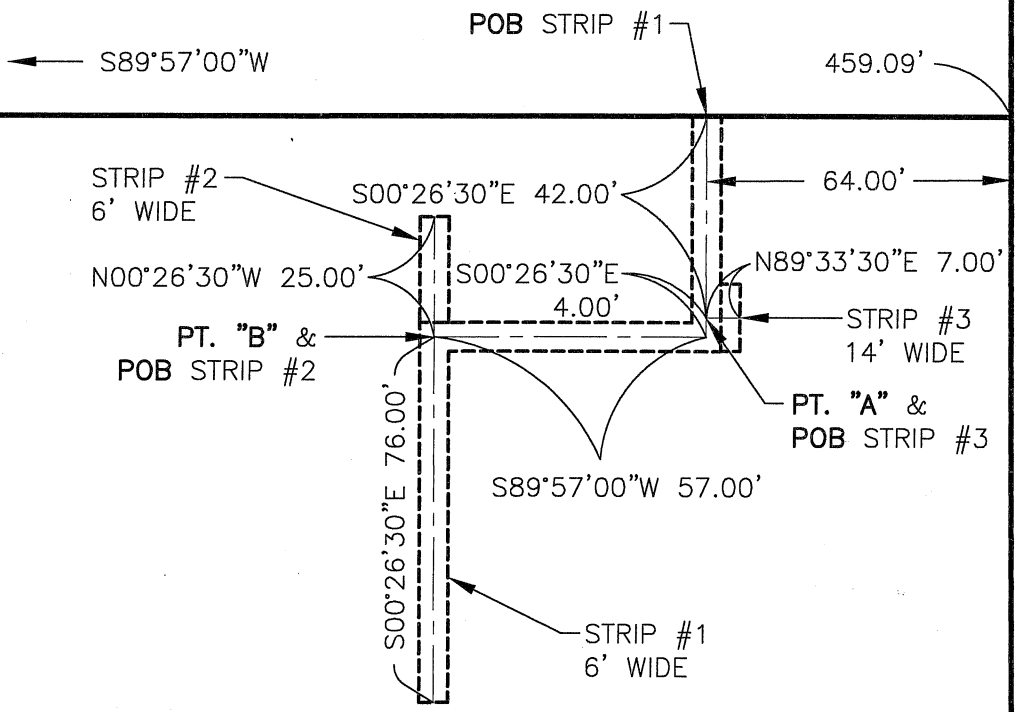
Dated: May 20, 2026

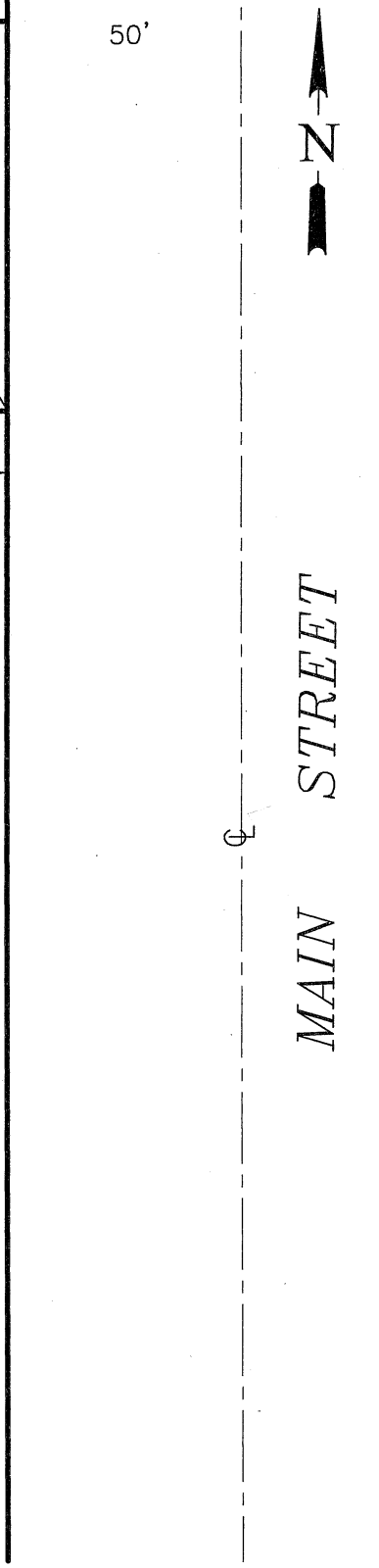
Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2027

# EXHIBIT "B"

POR. LOT 122
TRACT NO. 4671
M.B. 56/30-31




PARCEL 2
PARCEL MAP NO. 15725
P.M.B. 168/72

REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp 6-30-27
CIVIL
STATE OF CALIFORNIA

40 0 40 80
scale 1"= 40' feet

Dated May 26, 2026

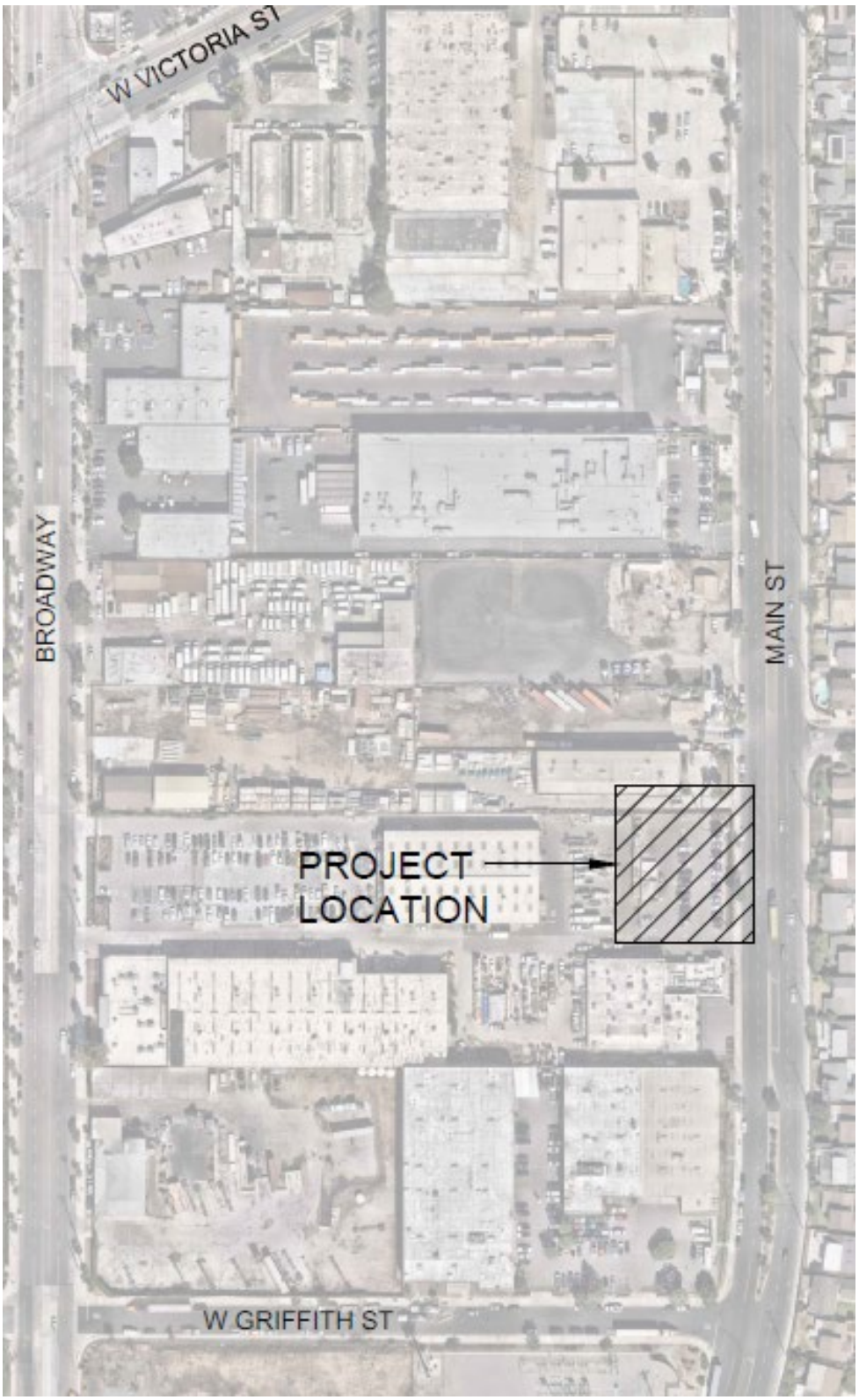
Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-27

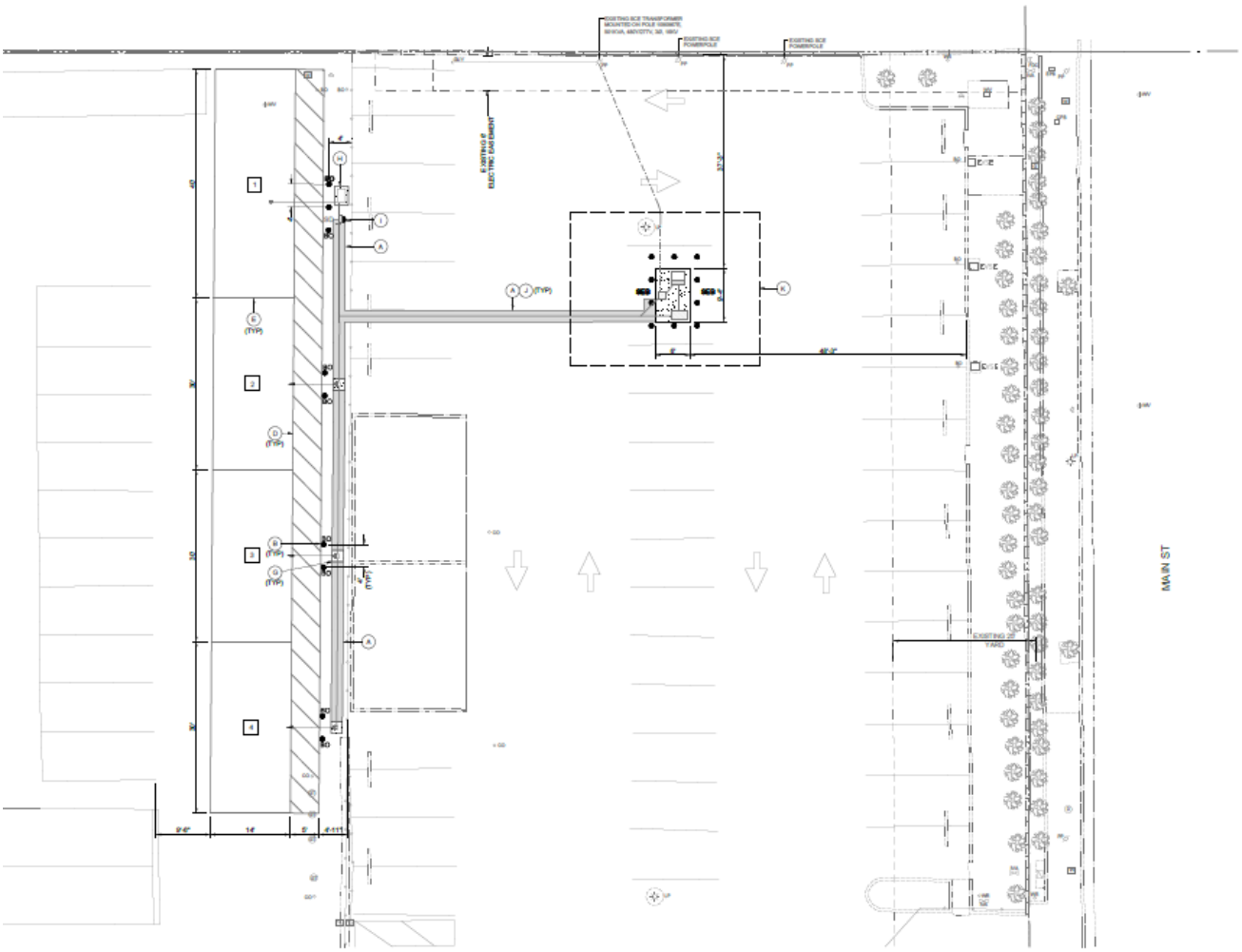
LEGEND | SHEET 1 OF 1

DENOTES SCE EASEMENT AREA

POB = POINT OF BEGINNING




**CARSON CORPORATE YARD**
**PROJECT LOCATION**




**CARSON CORPORATE YARD**
**PROJECT LOCATION**

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

CONSENT 18.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

Subject: CONSIDER APPROVING COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-CA-0076 WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ACCEPT UP TO $2,000,000 IN FEDERAL FUNDING FOR ENERGY RESILIENCY AND FACILITY IMPROVEMENTS AT VETERANS PARK AND SPORTS COMPLEX (CITY COUNCIL)

## I. SUMMARY

The City has been awarded a $2,000,000 federal grant through the Fiscal Year (FY) 2023 Community Project Funding (CPF) Program, administered by the U.S. Department of Housing and Urban Development (HUD). Staff is requesting City Council approval of the attached Grant Agreement (Exhibit 1) to formally accept the funding and move forward with the Energy Resiliency at Veterans Park and Sports Complex Project.

The project will transform Veterans Park and Sports Complex into a more resilient public facility capable of maintaining critical operations during power outages and other emergencies. Planned improvements include solar photovoltaic (PV) panels, battery energy storage, microgrid controls that allow portions of the facility to operate independently during power outages, electrical system upgrades, a new emergency backup generator, heating, ventilation, and air conditioning (HVAC) improvements, and other facility modifications needed to support long-term energy resilience. Together, these improvements will increase energy efficiency, improve occupant comfort, reduce long-term operating costs, and enhance the facility's ability to serve as a community cooling center during extreme heat events.

This significant federal investment will strengthen the City's emergency preparedness, improve energy reliability, and enhance the City's ability to provide essential public services during emergencies. Approval of the Grant Agreement will allow the City to formally accept the funding and begin implementing the project in accordance with HUD requirements.

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Community Project Funding (CPF) Grant Agreement with the U.S. Department of Housing and Urban Development (HUD), authorizing the City to accept and administer $2,000,000 in federal grant funding for the Energy Resiliency at Veterans Park and Sports Complex Project; and,
2. AUTHORIZE the Mayor to execute the Grant Agreement and any related grant documents, amendments, certifications, and sub-recipient agreements necessary to implement the project, subject to approval as to form by the City Attorney.

## III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate and consistent with applicable law.

## IV. BACKGROUND

The Community Project Funding (CPF) Program is a federal grant program established by Congress to fund locally sponsored capital improvement projects that strengthen public infrastructure, improve public facilities, and support community and economic development. Funding is awarded through the annual federal appropriations process and administered by the U.S. Department of Housing and Urban Development (HUD). As a condition of receiving grant funds, local agencies must comply with federal requirements governing environmental review, competitive procurement, financial management, project implementation, and ongoing reporting to ensure responsible use of public funds.

Under the Fiscal Year (FY) 2023 Community Project Funding Program, the City of Carson has been awarded $2,000,000 to support the Energy Resiliency at Veterans Park and Sports Complex Project, as documented in HUD's Letter of Invitation (Exhibit 2). Staff is requesting City Council approval of the Grant Agreement so the City can formally accept the federal funding and begin implementing the project in accordance with HUD requirements.

The Veterans Park and Sports Complex serves as one of the City's primary recreational and community facilities and plays an important role during emergencies. The proposed project will improve the facility's ability to remain operational during power outages and extreme weather events while reducing long-term energy costs and improving energy efficiency. Planned improvements include the installation of solar panels, battery energy storage, microgrid controls that allow portions of the facility to operate independently during electrical outages, replacement of the emergency backup generator, upgrades to the building's heating, ventilation, and air conditioning (HVAC) systems, and related electrical, structural, and accessibility improvements. Collectively, these improvements will enable the facility to serve as a community cooling center during extreme heat events and enhance its ability to provide essential public services during emergencies.

The Grant Agreement provides up to $2,000,000 in federal funding for eligible project costs through August 31, 2031. To receive and retain this funding, the City must comply with all applicable federal requirements, including completing environmental review, following competitive procurement procedures, maintaining accurate financial records, and submitting required progress reports. Construction cannot begin until all required environmental reviews and regulatory approvals have been completed.

Approval of the Grant Agreement will allow the City to formally accept the federal funding and move forward with project design and implementation. This investment represents a significant opportunity to improve critical public infrastructure using outside funding while advancing the City's sustainability, energy resiliency, emergency preparedness, and long-term climate adaptation goals. It also positions Veterans Park and Sports Complex to better serve Carson residents during both everyday operations and future emergency events.

## V. FISCAL IMPACT

There is no immediate fiscal impact associated with approval of the Grant Agreement. Funding to administer the grant has already been appropriated in the City's Fiscal Year 2026-27 Budget. As project design progresses, staff will develop refined construction cost estimates and evaluate the final project budget. Should additional funding be required to complete the project, staff will identify potential funding sources and return to the City Council for consideration before initiating construction.

## VI. EXHIBITS

1. FY2023 CPF Grant Agreement B-23-CP-CA 0076
2. Grant Award Letter of Invitation B-23-CP-CA 0076

**Attachments**

Exhibit No. 1 - FY2023 CPF Grant Agreement No.B-23-CP-CA-0076.pdf
Exhibit No. 2 - Grant Award Letter of Invitation B-23-CP-CA 0076.pdf

**FY 2023 COMMUNITY PROJECT FUNDING**
**GRANT AGREEMENT NO. B-23-CP-CA-0076**

**Grantee Name:** City of Carson
**Grantee Address:** 701 E. Carson St.,Carson, CA 90745
**Grantee's Unique Entity Identifier (UEI):** TEMPUEI00076
**Grantee's Employer Identification Number (EIN):** TEMP00076
**Federal Award Identification Number (FAIN):** B-23-CP-CA-0076
**Assistance Listing Number and Name:** 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
**Period of Performance/Budget Period Start Date:** 02/17/2023
**Period of Performance/Budget Period End Date:** 08/31/2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Carson (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $2,000,000.00 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this

Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's

indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

**ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and

administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts,

grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

**ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

**ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

**ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual

accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

**ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

## ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports that the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with the instructions found in the document titled "FY2023 Economic Development Initiative Community Project Funding Grant Guide" that accompanies the Grant Agreement.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

City of Carson

(Name of Organization)

BY: _____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

**HUD**

BY: _____
(Signature of HUD Authorized Official)

_____
(Title of HUD Authorized Official)

_____
(Date)

**APPENDIX 1 – Project Narrative**

The approved narrative has been appended to the end of the grant agreement.

**APPENDIX 2 – Approved Budget**

The approved budget has been appended to the end of the grant agreement.

## APPENDIX 3 – Grantee's Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

| Agency/Dept./Major Function | Indirect cost rate % | Direct Cost Base |
|---|---|---|

BY: _____

(Signature of Authorized Official)

_____

(Typed Name and Title of Authorized Official)

_____

(Date)

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

**APPENDIX 4 –**
**Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*
If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

*3. Reporting Procedures*
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

*4. Reporting Frequency*
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

*5. Definitions*
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**
NONE.

**APPENDIX 6 – Conflict of Interest Requirements**

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

*a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

*b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

*a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

*b.* Whether an opportunity was provided for open competitive bidding or negotiation;

*c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1.You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2.We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1."Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**NARRATIVE**

Project Scope

Project Description

Project Address :

CPF Funding Description

## APPROVED BUDGET

### SF424 – ESTIMATED FUNDING

| Funding Name | Amount |
|---|---|
| NO_VALUE | NO_VALUE |

### CPF – ESTIMATED FUNDING

| Funding Source | Estimated Funding |
|---|---|
| NO_VALUE | NO_VALUE |

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

07/31/2025

David Roberts
Authorized Representative
City of Carson
701 E. Carson St.,
Carson, CA, 90745
droberts@carsonca.gov

Dear David Roberts:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available $2,982,285,641 for "grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending" in the associated table included in the accompanying joint explanatory statement (JES). These "Community Project Funding" or "CPF" awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 (CREC-2022-12-20-pt3-PgS9325-2.pdf (congress.gov)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

| | |
|---|---|
| **Grantee:** | City of Carson |
| **Project:** | Energy Resiliency at Veterans Park and Sports Complex |
| **Amount:** | $2,000,000.00 |
| **Grant Number:** | B-23-CP-CA-0076 |

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Letter of Invitation outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Letter of Invitation also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This "Letter of Invitation" is included in the "Grant Award Package" transmitted with the corresponding email. The Letter of Invitation also includes:

- the "FY2023 Community Project Funding Grant Guide" (FY2023 CPF Grant Guide), and
- your FY2023 Community Project Funding Grant Agreement "FY2023 CPF Grant Agreement"

A brief overview of these documents is below:

1) **FY2023 CPF Grant Guide**: The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

   The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

2) **FY2023 CPF Grant Agreement for this Award**: The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization's indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee's Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a "copy" (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

**3) Standard Forms generated by DRGR system:**

   a. Form HUD-1044, Assistance Award/Amendment Form
   b. Standard Form–424 Application for Federal Assistance
   c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for
   d. SF-LLL Disclosure of Lobbying Activities (as applicable)

4) **Standard Forms and Required Materials:**

   a. SF-1199A - Direct Deposit Sign-Up Form:
      https://www.hud.gov/sites/documents/attachmentvisf-1199A.PDF
      Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or letter from the financial institution. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

**Grant Award Process Overview**

Below is a step-by-step walk-through of the process and necessary documents and form to execute your FY2023 Grant Agreement. This process and the form are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at: https://www.hud.gov/program_offices/comm_planning/edi-grants.

**Grant Award Process**

1) HUD will email the link of the Grant Award Package including:
    a. FY2023 Grant Award Letter (this letter)
    b. FY2023 CPF Grant Guide
    c. FY2023 CPF Grant Agreement
    d. Links to Standard Forms (see list above in number 3)
2) Grantee should review the Grant Award Package documents and send HUD the following:
    a. Signed and dated FY2023 CPF Grant Agreement
    b. Completed Standard Forms
    c. Detailed Project Narrative: The detailed project narrative should:
        i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
        ii. include all contemplated actions that are part of the project.
    d. Line-Item Project Budget: The line-item budget should:
        i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
        ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
    a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
    b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

**To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.**

**Overview of the FY2023 Act**

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
    - In keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any 'choice limiting actions.'**[1]
    - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact ("choice limiting actions"). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
    - HUD defines the "Federal Nexus" for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act's enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.
- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).

[1] Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of 'choice limiting actions' include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

- After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
- Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

HUD realizes how hard you have worked within your community and with your congressional sponsor for this grant to get this award included in the FY2023 appropriation. Please know that HUD is equally committed to working with you to get the required materials submitted and get your grant set up so that you can begin to access your award to fund your project activities. Please note that you have until September 30, 2026, to obtain a Grant Agreement that is executed by both the grantee and HUD..

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact your Grant Officer, Lin, Hong / Hong.V.Lin@HUD.GOV: at: https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf. Please note while your Grant Officer may change over time, we have a team approach to managing your project. **City of Carson:** is the primary point of contact at HUD for this award and will be available to assist you. ***When reaching out to HUD, please be sure to include your grant number in the email subject line so that we reference the correct grant that you are inquiring about.***

All information required for your grant award will be submitted via HUD's DRGR system (with the exception of the SF-1199A and bank verification documentation). Instructions are provided in your FY23 CPF Grant Guide, and HUD will also provide additional training(s).

We look forward to working with you on this important project!

Sincerely,

Brooke Bohnet
Associate Deputy Assistant Secretary
for Economic Development

ATTACHMENTS
FY2023 Community Project Funding Grant Guide (Version 1)
FY2023 CPF Grant Agreement
Form HUD 1044 – Assistance Award/Amendment Form

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Real Property Services

Subject: CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT (SUB-AWARD AGREEMENT) WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB), INC. TO IMPLEMENT THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S BROWNFIELDS JOB TRAINING (BFJT) PROGRAM (CITY COUNCIL)

## I. SUMMARY

The City of Carson ("City") was recently awarded $500,000 from the U.S. EPA's Brownfields Job Training (BFJT) Grant to train unemployed, underemployed, and dislocated workers for environmental remediation careers. The South Bay Workforce Investment Board (SBWIB) is the City's primary workforce development partner, responsible for outreach, recruitment, case management, training coordination, employer engagement, job placement, and tracking.

SBWIB is a 501(c)(3) non-profit corporation that administers employment and training programs through four One-Stop Business & Career Services centers located in Carson, Torrance, Gardena, and Inglewood. The organization serves the 11 cities of the South Bay Workforce Investment Area: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Manhattan Beach, Redondo Beach, Lomita, and Torrance.

To implement the BFJT program, staff recommends that the City Council approve a Contract Services Agreement (subaward agreement) with SBWIB, enabling the organization to perform the duties, activities, and deliverables required under the cooperative agreement.

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed South Bay Workforce Investment Board, Inc. Agreement (Exhibit No. 1) in the amount not-to-exceed $500,000.
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

## III. ALTERNATIVES

TAKE another action that the City Council deems appropriate.

## IV. BACKGROUND

The City, through the Real Property Services Division of the Community & Economic Development Department, continues to address the environmental and economic impacts associated with decades of industrial activity, including refineries, landfills, and hazardous waste operations. More than 200 contaminated properties have been identified within the City, posing ongoing public health risks and hindering redevelopment opportunities. The recent closure of the Phillips 66 refinery further underscores the need for targeted workforce development and environmental remediation training. To meet these challenges and support the City's broader goal of becoming a national leader in brownfield remediation, the City secured BFJT grant funding to train local unemployed, underemployed, and dislocated workers for careers in environmental remediation.

Participants of the program will receive OSHA 40-Hour HAZWOPER, OSHA 10 Construction, First Aid/CPR/AED, Lead Worker, Asbestos Awareness, and Confined Space Entry certifications. SBWIB brings extensive expertise in developing and managing workforce training programs, evaluating and procuring training providers, and delivering case management and job placement services. As administrator of the I-TRAIN and ETPL systems, SBWIB maintains a vetted catalog of qualified training providers and has demonstrated capacity to support large-scale recruitment and training initiatives.

The Contract Services Agreement (subaward agreement) is required to delegate the workforce-related responsibilities laid out in the EPA BFJT Work Plan and to ensure program compliance, delivery, and tracking. The Contract Services Agreement is attached and has been signed by SBWIB.

## V. FISCAL IMPACT

The City has been awarded $500,000 in grant funding from the United States Environmental Protection Agency (U.S. EPA) for the Brownfields Job Training Program. Approval of the Contract Services Agreement with the South Bay Workforce Investment Board (SBWIB) will allow the City to utilize the awarded grant funds to implement eligible program activities.

There is no impact to the City's General Fund associated with approval of the agreement. Grant expenditures will be funded through the awarded U.S. EPA Brownfields Job Training Grant.

## VI. EXHIBITS

1. Proposed South Bay Workforce Investment Board, Inc. Agreement, partially executed.

**Attachments**

SBWIB Contract - 7_9_2026.pdf

# CONTRACT SERVICES AGREEMENT

**By and Between**

**CITY OF CARSON**

**and**

**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

**AGREEMENT FOR CONTRACT SERVICES**
**BETWEEN THE CITY OF CARSON AND**
**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and SOUTH BAY WORKFORCE INVESTMENT BOARD, INC., a California corporation authorized to conduct business in California ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

## OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **FIVE HUNDRED THOUSAND DOLLARS ($500,000)** for the Term (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

## ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

| Jan Vogel | Chief Executive Officer |
|---|---|
| (Name) | (Title) |

| | |
|---|---|
| Laura Bischoff | Quality Assurance & Compliance Manager |
| (Name) | (Title) |
| Chris Cagle | Deputy Director |
| (Name) | (Title) |
| Cheryll Cooks | Carson Career Center Manager |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be James Nguyen, Special Projects Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or

control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of

Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the

work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC., a California corporation

By: _____
Name: Jan Vogel
Title: President

By: _____
Name: Tudonita Giulea
Title: Chief Financial Officer
Address: 11539 Hawthorne Blvd. Ste. 500
Hawthorne, CA 90250

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 09, 2026 before me, Hayley Morgan, personally appeared Jan Vogel, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Hayley Morgan

HAYLEY MORGAN
Comm. # 2511742
Los Angeles County
California - Notary Public
Comm. Expires March 1, 2029

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 05, 2026 before me, Hayley Morgan, personally appeared Tudorita Ciulea, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Hayley Morgan

HAYLEY MORGAN
Comm. # 2511742
Los Angeles County
California - Notary Public
Comm. Expires March 1, 2029

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**
SCOPE OF SERVICES

**I. Consultant will perform the following Services:**

**A.** Task 1 – Outreach, Recruitment & Retention

1. Plan and execute comprehensive outreach across disadvantaged census tracts, including press releases (monthly), weekly email blasts/text alerts, social posts, website announcements, printed flyers, and direct engagement through job/career fairs and partner networks (veteran services, reentry services, faith-based organizations, CSUDH, One-Stop Career Center).

2. Convene and engage the Brownfields Advisory Committee (BAC) as the program's community advisory body; capture recommendations on curriculum relevance, recruitment, and employer linkages; maintain quarterly meetings with BFJT as a standing agenda item.

3. Conduct recruitment, screening, and enrollment using SBWIB's Carson One-Stop intake hub; administer baseline math/reading, aptitude and interest assessments; verify eligibility (18+, low-income, unemployed/underemployed/dislocated worker, target geography or previously employed in target area) and readiness.

4. Provide individualized retention supports and case management for at least one year post-completion, including referrals for transportation, childcare, housing, mental health, and technology access (e.g., laptops/hotspots through leveraged funds).

**B.** Task 2 – Instruction & Training

1. Coordinate procurement of qualified training providers via a competitive processes compliant with 2 CFR Parts 200 & 1500 and 40 CFR Part 33 Subpart C: verify instructor credentials and performance history (ETPL/I-TRAIN).

2. Deliver six core courses totaling 76 hours per participant, to be completed within 12 months of entry: OSHA 40-Hour HAZWOPER, OSHA 10-Hour Construction Safety, First Aid/CPR/AED, Asbestos Hazard Awareness, CDPH Lead Worker, and Confined Space Entry; provide participant materials, equipment, and required clothing.

3. Offer flexible delivery (in-person, hybrid, online where appropriate with weekly case-manager progress checks and monthly provider evaluations (attendance and percent complete).

4. Provide program enhancements via leveraged resources, including Brownfields 101 and optional job readiness (Blueprint for Workplace Success), plus access to advanced training/apprenticeships.

**C.** Task 3 – Program Management

1. Manage BFJT in accordance with the EPA cooperative agreement terms/conditions, City procedures, and established grant management systems used for City's brownfields grants; maintain records/files, financial management, and internal controls.

2. Conduct monthly City-SBWIB coordination meetings and quarterly performance reviews to monitor milestones and adjust activities.

3. Prepare and submit required reports.

4. Maintain participant/employer data.

**D.** Task 4 – Placement & Tracking

1. Provide individualized job search assistance (resume, interview prep, employer referrals) and leverage employer commitments to facilitate placements in environmental remediation/abatement and water-sector roles.

2. Maintain quarterly contact with employed graduates and employers to monitor performance, address workplace challenges, support retention, and promote advanced training for wage progression; track outcomes for up to 12 months post-graduation.

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

**A.** Outreach materials, event rosters, and partner engagement summaries.

**B.** Training provider procurement documentation, final training schedules, and cohort calendars.

**C.** Participant tracking datasets, monthly provider evaluations, and case-management notes.

**D.** Quarterly progress reports and final performance report within 120 days of award expiration.

**III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**

A. Monthly City-SBWIB coordination meetings and quarterly internal performance reviews with corrective actions as needed.

B. Quarterly Progress Reports to EPA, ACRES updates each quarter and at closeout, Federal Financial Reports annually and at closeout.

**IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

**V. Consultant will utilize the following personnel to accomplish the Services:**

A. Chris Cagle – SBWIB Deputy Director; BFJT Program Manager

B. Jan Vogel – Chief Executive Officer

C. Laura Bischoff – Quality Assurance & Compliance Manager

D. Cheryll Cooks – Carson Career Center Manager

E. Case Manager

F. Placement Coordinator

G. Finance Manager

H. Training Providers

**EXHIBIT "B"**
**SPECIAL REQUIREMENTS**
**(Superseding Contract Boilerplate)**

**EXHIBIT "C"**
**SCHEDULE OF COMPENSATION**

**VI. Consultant shall perform the following tasks at the following rates:**

| Task | Rate | Time | Sub-budget |
|---|---|---|---|
| A. Outreach, Recruitment, & Retention | Fixed fee (Case Manager & outreach costs per budget) | Year 1 kickoff Jul-Aug 2026; ongoing in Years 2-4 | $71,591 |
| B. Instruction & Training | Contractual tuition/fees for six core courses (per participant) | Training cycles Sep-Dec 2026; ongoing annually | $300,000 |
| C. Program Management | Hourly (Program Manager, Finance, Accountant) | Ongoing through grant period | $101,764 |
| D. Placement & Tracking | Hourly (Placement Coordinator) | Begins Sep 2026; ongoing through Year 5 | $26,645 |
| | | Total | $500,000 |

**VII. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

**VIII. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

**A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

**B.** Line items for all materials and equipment properly charged to the Services.

**C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.

**D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IX. The total compensation for the Services shall not exceed $500,000 as provided in Section 2.1 of this Agreement.**

**X. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**A.** Program Manager – 525.5 hours | $55/hour

**B.** Finance Manager – 213.5 hours | $55/hour

**C.** Accountant – 213.5 hours | $40/hour

**D.** Case Manager – 1040 hours | $36/hour

**E.** Placement Coordinator – 624 hours | $35/hour

**EXHIBIT "D"**
**SCHEDULE OF PERFORMANCE**

**XI. Consultant shall perform all services timely in accordance with the following schedule:**

| Task | Days to Perform | Deadline Date |
|---|---|---|
| A. Task 1 – Outreach, Recruitment & Retention | 60 days | 10/31/26 |
| B. Task 2 – Instruction & Training | 120 days | 12/31/26 |
| C. Task 3 – Program Management | 1 year | 12/31/26 |
| D. Task 4 – Placement & Tracking | 120 days | 12/31/26 |

**XII. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

SOUTBAY-06 FBUCKLES

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services Inc.<br>PO Box 5345<br>Riverside, CA 92517 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (951) 788-8500 FAX (A/C, No): (951) 788-8502<br>E-MAIL ADDRESS: Certificates.NB@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Philadelphia Indemnity Insurance Company — 18058 |
| INSURED<br>South Bay Workforce Investment Board, Inc.<br>11539 Hawthorne Blvd Ste 500<br>Hawthorne, CA 90250 | INSURER B : State Compensation Insurance Fund of California — 35076 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 001

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | X | X | PHPK2680869-016 | 5/12/2026 | 5/12/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | | | PHPK2680869-016 | 5/12/2026 | 5/12/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 9349388-2025 | 12/1/2025 | 12/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liab | | | PHPK2680869-016 | 5/12/2026 | 5/12/2027 | $1M Per Incident/Agg | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured. RE: Operations of the Named Insured during the current policy term subject to all terms, conditions and exclusions of any policy(ies) referenced herein.

City of Carson, its elected and appointed officers, employees and agents are included as Additional Insureds where required by an executed written contract as respects General Liability per attached endorsement.

This insurance shall apply as Primary and Non-Contributory where required by an executed written contract as respects General Liability and Auto Liability per attached endorsements.

Waiver of Subrogation applies where required by an executed written contract as respects General Liability and Workers' Compensation per attached endorsements.

CERTIFICATE HOLDER

City of Carson
701 East Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: SOUTBAY-06 FBUCKLES

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services Inc. | | South Bay Workforce Investment Board, Inc.<br>11539 Hawthorne Blvd Ste 500<br>Hawthorne, CA 90250 |
| POLICY NUMBER<br>SEE PAGE 1 | | |
| CARRIER<br>SEE PAGE 1 | NAIC CODE<br>SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:
Should the policy(ies) be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.



© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

# ADDITIONAL REMARKS SCHEDULE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance 

**HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY – POLICY NO. PHPK2680869-016:**

Human Services Organization Professional Liability (Occurrence):
* Human Services Organization Professional Liability - Each Professional Incident Limit: $1,000,000
* Human Services Organization Professional Liability - Aggregate Limit: $2,000,000

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| City of Carson, its elected and appointed officers, employees and agents |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


© Insurance Services Office, Inc., 2012

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED
# PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 06/11/2026

**Name of Person or Organization (Additional Insured):**

City of Carson, its elected and appointed officers, employees and agents

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| City of Carson, its elected and appointed officers, employees and agents |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


© Insurance Services Office, Inc., 2008

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**PROFESSIONAL LIABILITY COVERAGE PART**
**COMMERCIAL CRIME COVERAGE PART**
**COMMERCIAL INLAND MARINE COVERAGE PART**
**COMMERCIAL PROPERTY COVERAGE PART**
**COMMERCIAL AUTOMOBILE COVERAGE PART**

**SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS**

| AI or CH | Additional Insured or Certificate Holder | Address |
|---|---|---|
| AI | City of Carson, its elected and | 701 East Carson |
| | appointed officers, employees & agents | Carson, CA 90745 |

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

A. In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.

1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM**
**BUSINESS AUTO COVERAGE FORM**
**GARAGE COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and the Garage Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


Includes copyrighted material of Insurance Services Office, Inc., with permission.

STATE COMPENSATION INSURANCE FUND

**Endorsement Agreement**

**Waiver of Subrogation**
**Blanket Basis**

9349388-2025
Renewal
SP
5-12-96-04


Home Office
San Francisco
All Effective Dates are
at 12:01 AM Pacific
Standard Time or the
Time Indicated at
Pacific Standard Time

Effective December 1, 2025 at 12:01 AM
and Expiring December 1, 2026 at 12:01 AM

SOUTH BAY WORKFORCE INVSTMNT BOARD
11539 HAWTHORNE BLVD SUITE 500
HAWTHORNE, CA 90250

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule.

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2.00% of the total policy premium.

Schedule

| Person or Organization | Job Description |
|---|---|
| Any person or organization for whom the named Insured has agreed by written contract to furnish this waiver | Blanket Waiver of Subrogation |

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

Countersigned and Issued at San Francisco December 30, 2025

2572 Authorized Representative President and CEO SF – END

Progress | RightSignature

# SIGNATURE CERTIFICATE

**REFERENCE NUMBER**
92351B5A-0E16-45CB-9338-BBEBB31BE6BF

## TRANSACTION DETAILS

**Reference Number**
92351B5A-0E16-45CB-9338-BBEBB31BE6BF

**Transaction Type**
Signature Request

**Sent At**
06/11/2026 05:09:12 PM EDT

**Executed At**
06/24/2026 05:19:34 PM EDT

**Identity Method**
email

**Distribution Method**
email

**Signed Checksum**
64a9917a80452e6581391e9be97d8118a5491216b08a927548a67d2849961c44

**Signer Sequencing**
Enabled

**Document Passcode**
Disabled

**eIDAS Authentication**
Disabled

## DOCUMENT DETAILS

**Document Name**
City of Carson 26-W101

**Filename**
City_of_Carson_26-W101.pdf

**Pages**
30 pages

**Content Type**
application/pdf

**File Size**
319 KB

**Original Checksum**
9a49a62a468552f63c131af66872ca26b4b59546d869063a16cb0d2aa35620bf

## SIGNERS

| SIGNER | E-SIGNATURE | EVENTS |
|---|---|---|
| **Name**<br>Jack Ballas | **Status**<br>signed | **Viewed At**<br>06/24/2026 05:19:14 PM EDT |
| **Email**<br>jballas@sbwib.org | **Multi-factor Digital Fingerprint Checksum**<br>4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 | **Identity Authenticated At**<br>06/24/2026 05:19:34 PM EDT |
| **Signer Sequence**<br>1 | **IP Address**<br>12.144.71.50 | **Signed At**<br>06/24/2026 05:19:34 PM EDT |
| **Components**<br>1 | **Device**<br>Chrome via Windows | |
| | **Typed Signature**<br>Jack Ballas | |
| | **Signature Reference ID**<br>7FE49700 | |
| **Name**<br>Laura Bischoff | **Status**<br>signed | **Viewed At**<br>06/11/2026 06:30:14 PM EDT |
| **Email**<br>lbischoff@sbwib.org | **Multi-factor Digital Fingerprint Checksum**<br>4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 | **Identity Authenticated At**<br>06/11/2026 06:31:15 PM EDT |
| **Signer Sequence**<br>0 | **IP Address**<br>72.34.111.252 | **Signed At**<br>06/11/2026 06:31:15 PM EDT |
| **Components**<br>1 | **Device**<br>Chrome via Windows | |

## AUDITS

| TIMESTAMP | AUDIT |
|---|---|
| 06/11/2026 05:09:12 PM EDT | Vanessa Greenfield (vgreenfield@sbwib.org) created document 'City_of_Carson_26-W101.pdf' on Microsoft Edge via Windows from 72.34.111.252. |
| 06/11/2026 05:09:12 PM EDT | Laura Bischoff (lbischoff@sbwib.org) was emailed a link to sign. |
| 06/11/2026 06:30:14 PM EDT | Laura Bischoff (lbischoff@sbwib.org) viewed the document on Chrome via Windows from 72.34.111.252. |
| 06/11/2026 06:31:15 PM EDT | Laura Bischoff (lbischoff@sbwib.org) authenticated via email on Chrome via Windows from 72.34.111.252. |
| 06/11/2026 06:31:15 PM EDT | Laura Bischoff (lbischoff@sbwib.org) signed the document on Chrome via Windows from 72.34.111.252. |
| 06/11/2026 06:31:15 PM EDT | Jack Ballas (jballas@sbwib.org) was emailed a link to sign. |
| 06/11/2026 06:50:45 PM EDT | Jack Ballas (jballas@sbwib.org) was emailed a reminder. |
| 06/12/2026 07:06:44 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/15/2026 04:26:10 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |

| TIMESTAMP | AUDIT |
| --- | --- |
| 06/24/2026 04:57:50 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:00:29 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:01:45 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:03:59 PM EDT | Jack Ballas (jballas@sbwib.org) was emailed a reminder. |
| 06/24/2026 05:05:26 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:06:53 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:08:32 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:13:10 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:14:18 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:15:29 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:17:23 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:19:14 PM EDT | Jack Ballas (jballas@sbwib.org) viewed the document on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:19:34 PM EDT | Jack Ballas (jballas@sbwib.org) authenticated via email on Chrome via Windows from 12.144.71.50. |
| 06/24/2026 05:19:34 PM EDT | Jack Ballas (jballas@sbwib.org) signed the document on Chrome via Windows from 12.144.71.50. |

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Real Property Services

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-067, DECLARING CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS REFLECTIONS MINI PARK (ASSESSOR PARCEL NOS. 7334-003-903, 7334-003-906, AND 7334-003-907) EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) (CITY COUNCIL)

## I. SUMMARY

Reflections Mini Park, located along Shearer Avenue between E. Dominguez Street and and E. 213th Street, consists of three contiguous City-owned parcels totaling approximately 19,000 square feet. As part of the City's ongoing efforts to evaluate underutilized public property and expand housing opportunities, staff has identified the site as having the potential to be combined with the adjacent privately owned parcel to facilitate a future residential development. Preliminary site planning indicates that such a property assemblage could accommodate approximately three to four additional housing units.

Prior to bringing this matter forward, staff requested technical guidance from the California Department of Housing and Community Development (HCD) regarding the applicability of the exemption under Government Code Section 54221(f)(1)(B) of the Surplus Land Act ("SLA"). HCD management staff agreed with the City's interpretation that the three contiguous parcels may be evaluated collectively as a single property for purposes of determining eligibility for the exemption. Because the combined site contains approximately 19,000 square feet, which is less than one-half acre (21,780 square feet), the property qualifies for the noted exemption.

The proposed action declares the property exempt surplus land pursuant to Government Code Section 54221(f)(1)(B). This action does not authorize the sale or disposition of the property. Rather, it preserves the City's ability to evaluate future redevelopment opportunities while supporting the City's housing objectives. Should the property ultimately be redeveloped, the City intends to replace the existing mini park by expanding another City-owned mini park, resulting in a net increase in park acreage and recreational amenities.

## II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-067, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS REFLECTIONS MINI PARK (ASSESSOR PARCEL NOS. 7334-003-903, 7334-003-906, AND 7334-003-907) EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B)."

## III. ALTERNATIVES

TAKE any other action deemed appropriate by the City Council.

## IV. BACKGROUND

The Reflections Mini Park currently occupies three contiguous City-owned parcels totaling approximately 19,000 square feet. As part of the City's ongoing management of its real property portfolio, staff periodically evaluates City-owned assets to ensure they continue to serve the community's long-term needs and policy objectives.

Staff has identified the Reflections Mini Park as an opportunity to support additional residential development through a future assemblage with the adjoining privately owned property. Preliminary site planning indicates that combining the properties could accommodate approximately three to four additional housing units beyond what could otherwise be developed. Because the existing mini park would be displaced, the City intends to expand another nearby City-owned mini park, resulting in a net increase in park acreage and recreational amenities while maintaining neighborhood access to open space.

Before considering any future disposition of the property, staff evaluated the applicability of the Surplus Land Act. Because the site consists of three separate but contiguous parcels, staff requested technical guidance from the California Department of Housing and Community Development (HCD) regarding whether the parcels could be evaluated collectively when determining eligibility for the exemption contained in Government Code Section 54221(f)(1)(B).

HCD management staff agreed that the contiguous parcels may be considered as a single property for purposes of applying the exemption. Based on that interpretation, the combined property contains less than one-half acre and qualifies as exempt surplus land under Government Code Section 54221(f)(1)(B).

The recommended action establishes the property's exempt status under the Surplus Land Act and preserves the City's ability to evaluate future redevelopment opportunities. Approval of this resolution does not authorize the sale or transfer of the property, nor does it approve any development project. Any future disposition of the property would require separate City Council consideration and compliance with all applicable legal requirements.

## V. FISCAL IMPACT

There is no immediate fiscal impact associated with the recommended action. Declaring the Property exempt surplus land pursuant to Government Code Section 54221(f)(1)(B) is an administrative action that does not authorize the sale, transfer, or development of the Property.

Should the City Council consider a future disposition or redevelopment of the Property, any associated fiscal impacts, including potential sale proceeds, development costs, park replacement or expansion costs, and any necessary appropriations, will be evaluated and presented to the City Council for consideration as part of a future agenda item.

## VI. EXHIBITS

1. HCD Correspondence
2. Reflections Mini Park Aerial Map
3. Resolution No. 26-067

**Attachments**

HCD Correspondence dated July 6, 2026.pdf

Reflections Mini Park. Aerial.pdf

Resolution No. 26-067v2.pdf

| | |
|---|---|
| **From:** | Taylor, Clancy@HCD |
| **To:** | James Nguyen |
| **Cc:** | Dept. of Housing & Community Development |
| **Subject:** | RE: SLA Case (SLA0002732) |
| **Date:** | Tuesday, July 7, 2026 2:59:24 PM |
| **Attachments:** | image005.png<br>image006.png<br>image007.png<br>image008.png<br>image009.png<br>image010.png |

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon, James,

Thank you for this additional information, it was quite helpful.

I have elevated this issue to management, and HCD agrees, that these parcels could qualify for an exemption from the SLA, via 54221(f)(1)(B).

Should the City continue to seek this exemption, please follow the standard process for approval (Passing a resolution declaring property exempt surplus, submitting a request to HCD for an exemption, etc).

Please feel free to call the number below if you have additional questions, or I am available via email.

Thanks!
Clancy

***Clancy Taylor***
Housing Policy Specialist
Housing Accountability Unit
Housing Policy Development Division
651 Bannon Street, Suite 400 | Sacramento, CA 95811
Phone: 916.215.4798

**From:** James Nguyen <jnguyen@carsonca.gov>

**Sent:** Thursday, July 2, 2026 11:52 AM
**To:** Dept. of Housing & Community Development <calhcd@service-now.com>
**Cc:** Taylor, Clancy@HCD <Clancy.Taylor@hcd.ca.gov>
**Subject:** RE: SLA Case (SLA0002732)

Good morning Clancy,

Thank you for following up.

The property consists of three contiguous City-owned parcels commonly referred to as the Reflections Mini Park site:

- APN: 7334-003-906
- APN: 7334-003-907
- APN: 7334-003-903

Collectively, the parcels total approximately 19,000 square feet (or less). See attached for aerial.

The City believes the property qualifies for the exemption under Government Code Section 54221(f)(1)(B), as the three contiguous City-owned parcels function as a single site and collectively total less than one-half acre (21,780 square feet). Our request is limited to confirming HCD's interpretation that the parcels may be evaluated collectively as a single property for purposes of applying the exemption.

The City is exploring the possibility of working with the adjacent property owner (privately owned) to combine the properties into a single residential development. Preliminary site planning indicates that including the City-owned property could accommodate approximately three to four additional housing units, providing more housing units to our community. If the property is ultimately declared surplus and determined to qualify for the exemption, it would facilitate that opportunity.

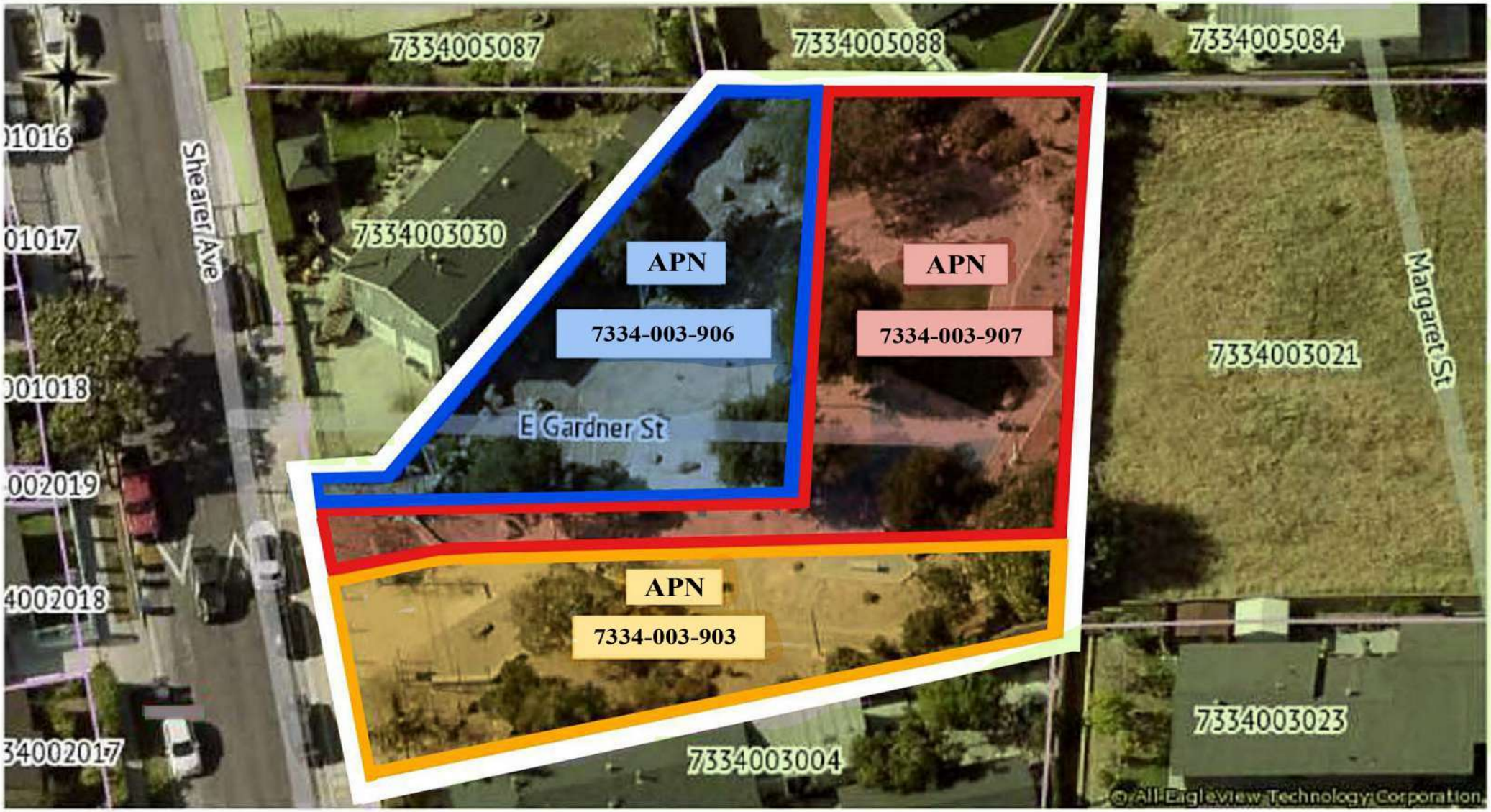
The City also intends to replace the existing mini park by expanding another City-owned mini park, resulting in a net increase in park acreage and recreational amenities.

At this time, the City has not taken formal action to declare the property surplus or dispose of the site. We are seeking HCD's technical guidance on the applicability of the exemption before determining the appropriate next steps.

Thank you for your time and assistance.

**James Nguyen**
*Real Property Services Manager*

# Reflections Mini Park - 21208 Shearer St.




**LEGEND**

*Green = privately owned property

**Blue Parcel = 5,810 SF**

**Red Parcel = 6,880 SF**

**Orange Parcel = 6,169 SF**

**Total = 18,859 SF**

**RESOLUTION 26-067**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS REFLECTIONS MINI PARK (ASSESSOR PARCEL NOS. 7334-003-903, 7334-003-906, AND 7334-003-907) EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) (CITY COUNCIL)**

WHEREAS, the City of Carson owns three (3) contiguous parcels commonly known as the Reflections Mini Park (the "Property") (APNs 7334-003-903, 7334-003-906 and 7334-003-907), which collectively totals approximately 19,000 square feet; and

WHEREAS, Government Code Section 54221(f)(1)(B) provides an exemption from the Surplus Land Act for qualifying property that is less than one-half acre in size; and

WHEREAS, the City requested technical guidance from the California Department of Housing and Community Development regarding whether the three contiguous parcels may be evaluated collectively as a single property for purposes of applying the exemption; and

WHEREAS, HCD management staff agreed with the City's interpretation that the three contiguous parcels may be considered collectively in determining eligibility for the exemption; and

WHEREAS, based upon HCD's interpretation, the Property contains less than one-half acre, approximately 19,000 square feet, and therefore qualifies for the exemption set forth in Government Code Section 54221(f)(1)(B); and

WHEREAS, the City has identified the Property as having the potential to be combined with the adjacent privately owned parcel to facilitate future residential development, which could increase housing opportunities within the City; and

WHEREAS, that the Property is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the City intends to replace the existing mini park by expanding another City-owned mini park, resulting in a net increase in park acreage and recreational amenities; and

WHEREAS, declaring the Property exempt surplus land does not authorize the sale, transfer, or disposition of the Property. Any future disposition shall be subject to all applicable laws and any further actions required by the City Council.

**NOW, THEREFORE, THE CITY OF CARSON CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The recitals above are true and correct.

**Section 2.** The City Council finds that the Reflections Mini Park property, consisting of three contiguous City-owned parcels totaling approximately 19,000 square feet, qualifies for the exemption from the Surplus Land Act pursuant to Government Code Section 54221(f)(1)(B) and that the Property is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.

**Section 3.** The City Council hereby declares the Property exempt surplus land pursuant to Government Code Section 54221(f)(1)(B).

**Section 4.** The City Manager, or designee, is authorized to take such administrative actions and execute such documents as are necessary to implement this Resolution and to comply with applicable provisions of State law.

**Section 5.** This Resolution shall be effective upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, AND ADOPTED this 21st day of July, 2026.

APPROVED

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Kaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss.
CITY OF CARSON )

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-067 adopted by the City of Carson City Council at its meeting held on July 21, 2026 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Kaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF BLANKET PURCHASE ORDERS FOR PUBLIC WORKS SUPPLIES, MATERIALS, EQUIPMENT, AND SERVICES THROUGH COOPERATIVE PURCHASING AGREEMENTS (CITY COUNCIL)

## I. SUMMARY

Staff is requesting City Council approval to authorize the Purchasing Department to establish Blanket Purchase Orders (BPOs) with annual spending limits that exceed the City Manager's $75,000 purchasing authority for several key Public Works vendors. These authorizations are necessary to support the Public Works Department's ongoing maintenance and operation of the City's streets, parks, buildings, facilities, fleet, and other public infrastructure during Fiscal Year 2026-27 and future fiscal years. Each year, Public Works issues hundreds of purchase orders for the materials, equipment, rental equipment, specialized parts, and technical services needed to provide essential public services. During the previous fiscal year alone, the department established more than 300 purchase orders supporting Engineering, Right-of-Way, Facilities Maintenance, Fleet, and Warehouse operations.

Staff is recommending continued participation in competitively awarded cooperative purchasing agreements available through Sourcewell and OMNIA Partners for The Sherwin-Williams Company, W.W. Grainger, Inc., and Herc Rentals Inc. Cooperative purchasing agreements allow the City to leverage contracts that have already been competitively solicited and awarded by other public agencies, providing access to favorable pricing, reducing administrative costs, and improving procurement efficiency while remaining compliant with the Carson Municipal Code. City Council previously approved similar purchasing authority for Sherwin-Williams and Grainger; however, those authorizations have expired. Staff is requesting renewed annual spending authority for those vendors, along with authorization for Herc Rentals, whose services are now expected to exceed the City Manager's purchasing authority due to increased operational demand and expanded maintenance activities across multiple Public Works divisions.

Approval of the recommended spending limits will ensure uninterrupted access to the supplies, equipment, and services necessary to maintain City infrastructure, respond to routine and emergency maintenance needs, and continue delivering reliable public services in a timely, cost-effective, and fiscally responsible manner.

## II. RECOMMENDATION

TAKE the following actions:

1. WAIVE the formal bidding procedures pursuant to Carson Municipal Code (CMC) Section 2610 and AUTHORIZE the use of cooperative purchasing in accordance with CMC Section 2611(g); and,

2. AUTHORIZE the City to purchase paint, related supplies, equipment, and services from The Sherwin-Williams Company in an amount not to exceed $135,000 per fiscal year through November 8, 2027, including any authorized contract extensions, pursuant to Sourcewell Contract No. 091323-SHW (Exhibit 1), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605; and,
3. AUTHORIZE the City to purchase rental equipment, related products, and services from Herc Rentals Inc. in an amount not to exceed $100,000 per fiscal year through June 11, 2028, including any authorized contract extensions, pursuant to Sourcewell Contract No. 040924-HRC (Exhibit 2), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605; and,
4. AUTHORIZE the City to purchase maintenance, repair, and operations (MRO) supplies, parts, equipment, and materials from W.W. Grainger, Inc. in an amount not to exceed $100,000 per fiscal year through December 31, 2027, including any authorized contract extensions, pursuant to OMNIA Partners Contract No. 240078-01 (Exhibit 3), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605.

## III. ALTERNATIVES

TAKE any other action the City Council deems appropriate and consistent with applicable law.

## IV. BACKGROUND

The Public Works Department is responsible for maintaining the City's streets, buildings, parks, aquatic facilities, and other public infrastructure so these assets remain safe, functional, and available to the community. Street Maintenance crews maintain approximately 203 centerline miles of roadway, including major streets, collector streets, and residential streets. Building Maintenance crews support 12 park building facilities, two aquatic centers, two swimming pools, City Hall, the Corporate Yard, and the Veterans Sports Complex. To perform this work, the Operations Division regularly purchases equipment, materials, supplies, and specialized services from a wide range of vendors.

On September 5, 2023, the City Council authorized Public Works to use approved cooperative purchasing agreements and other permitted procurement methods for several vendors, including Grainger and Sherwin-Williams, through June 30, 2026. A cooperative purchasing agreement allows the City to use a contract that has already been competitively solicited and awarded by another qualified public agency or purchasing organization. This approach gives the City access to favorable public-sector pricing and contract terms without repeating a separate competitive process for commonly used products and services.

Staff is now requesting City Council approval to continue purchasing from Grainger and Sherwin-Williams under cooperative agreements available through Sourcewell and OMNIA Partners, subject to the proposed annual spending limits. Approval would remain effective during the initial term of each agreement and any authorized extensions. These vendors provide essential products used in the daily maintenance of City streets, buildings, parks, and other public facilities. Due to increased operational demand across multiple Public Works divisions, staff is also requesting approval to use Sourcewell Contract No. 040924-HRC with Herc Rentals. Sourcewell awarded this contract through a competitive request for proposals process on July 13, 2024. The agreement provides access to rental equipment, related products, and services that support maintenance, repair, and project delivery. Because anticipated annual purchases may exceed the City's administrative approval threshold of $75,000, City Council authorization is required. Staff recommends approving purchases from Herc Rentals in an amount not to exceed $100,000 per fiscal year through the current contract term ending June 11, 2028, including any authorized extensions. These agreements will allow Public Works to obtain commonly needed supplies, equipment, and services quickly and at competitively established prices. Conducting separate City solicitations for each purchase would require additional staff time and may not produce the same pricing available through larger regional and national purchasing programs. The proposed annual spending limits will provide the department with the flexibility needed to respond to routine maintenance needs while preserving budget controls, transparency, and compliance with the Carson Municipal Code.

Approval of the recommended actions will help prevent delays in maintenance and repair work, support uninterrupted City services, and allow Public Works to continue maintaining public infrastructure in a timely and cost-effective manner. All purchases will remain subject to available budget appropriations and the City's established purchasing and financial controls.

## V. FISCAL IMPACT

Funding for the proposed Blanket Purchase Orders has already been appropriated as part of the City's adopted Fiscal Year 2026-27 Public Works Operating Budget. No additional budget appropriation is required. Staff is requesting annual spending authority of up to $135,000 for The Sherwin-Williams Company, $100,000 for W.W. Grainger, Inc., and $100,000 for Herc Rentals Inc. Purchases will be charged to the applicable Public Works operating accounts identified below and will remain subject to available budget appropriations and the City's established purchasing and financial controls.

| Vendor | Annual Not-to-Exceed Amount | Funding Source |
|---|---|---|
| Sherwin-Williams | $135,000 | Public Works Operating Budget (Accounts listed below) |
| W.W. Grainger, Inc. | $100,000 | Public Works Operating Budget (Accounts listed below) |
| Herc Rentals Inc. | $100,000 | Public Works Operating Budget (Accounts listed below) |

Sherwin-Williams

- 101-99-999-999-1302 – $80,000
- 101-80-850-103-6009 – $30,000
- 101-80-850-102-6009 – $25,000

W.W. Grainger, Inc.

- 101-99-999-999-1302 – $30,000
- 101-80-850-110-6009 – $30,000
- 101-80-850-102-6009 – $30,000
- 101-80-840-281-6009 – $10,000

Herc Rentals Inc.

- 101-80-850-275-7002 – $10,000
- 101-80-850-110-7002 – $15,000
- 101-80-840-106-7002 – $7,500
- 101-80-850-104-7002 – $2,500
- 101-80-850-102-7002 – $20,000
- 101-80-840-281-7002 – $20,000
- 101-80-840-276-6500 – $25,000

## VI. EXHIBITS

1. Sourcewell Contract No. 091323-SHW
2. Sourcewell Contract No. 040924-HRC
3. Omnia Partners Contract No. 240078-01

**Attachments**

Sourcewell Contract No. 091323-SHW
Sourcewell Contract No. 040924-HRC
Grainger Omnia Contract No. 240078-01

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



Sourcewell

**Solicitation Number: 091323**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sherwin-Williams Company, 101 W. Prospect Avenue, Cleveland, OH 44115 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Paint with Related Supplies, Equipment, and Services from which Supplier was awarded a contract.

Supplier 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.

EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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.

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## 7. CUSTOMER SERVICE

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



price to offset the Administrative Fee.

The Supplier will submit payment 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 Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



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

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, 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.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. 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.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier 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:

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.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, 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 liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier's security resulting in, but not limited to, computer 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 Supplier 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, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



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

## 21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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. § 60-1.3 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

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must 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 hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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).

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



Supplier 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65



R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

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

| Sourcewell | The Sherwin-Williams Company |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Kevin McCoy 528A747F51444B0... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Kevin McCoy |
| Title: Chief Procurement Officer | Title: National Sales Manager-SLED |
| Date: 10/30/2023 \| 3:45 PM CDT | Date: 11/1/2023 \| 12:32 PM CDT |

Approved:

DocuSigned by: Chad Coauette 48BAF71B0894454...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/1/2023 | 12:43 PM CDT

DocuSign Envelope ID: D7CE6D28-1DF1-4DEC-A42C-6607E72DAE65

# RFP 091323 - Paint with Related Supplies, Equipment, and Services

## Vendor Details

| | |
|---|---|
| Company Name: | The Sherwin-Williams Company |
| Address: | 101 Prospect Avenue NW<br>1710 MIDLAND<br>Cleveland, Ohio 44115 |
| Contact: | Kevin McCoy |
| Email: | kevin.j.mccoy@sherwin.com |
| Phone: | 216-216-5422 |
| Fax: | 216-566-1909 |
| HST#: | 34-0526850 |

## Submission Details

| | |
|---|---|
| Created On: | Tuesday July 25, 2023 07:18:56 |
| Submitted On: | Tuesday September 12, 2023 12:33:32 |
| Submitted By: | Kevin McCoy |
| Email: | kevin.j.mccoy@sherwin.com |
| Transaction #: | 43adbefa-a8c5-4a64-948c-7b7671f028a2 |
| Submitter's IP Address: | 136.226.50.102 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | The Sherwin-Williams Company | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A - The Sherwin-Williams Company is not including any DBA's with this proposal, therefore Line 3 is not applicable | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Cage Code: 54636 | * |
| 5 | Proposer Physical Address: | 101 W Prospect Avenue<br>Cleveland, OH 44115 | * |
| 6 | Proposer website address (or addresses): | https://www.sherwin-williams.com/ | * |
| 7 | 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): | Kevin McCoy<br>National Sales Manager - SLED<br>101 W Prospect Ave. Cleveland, OH 44115<br>kevin.j.mccoy@sherwin.com<br>216-566-7422 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Kevin McCoy<br>National Sales Manager - SLED<br>101 W Prospect Ave. Cleveland, OH 44115<br>kevin.j.mccoy@sherwin.com<br>216-566-7422 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Beniam Tirfe<br>Strategic Account Manager - SLED<br>101 W Prospect Ave. Cleveland, OH 44115<br>beniam.tirfe@sherwin.com<br>240-350-7862 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|
| 10 | 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. | The Sherwin-Williams Company was founded in Cleveland, Ohio in June of 1865 by Henry Sherwin and Edward Williams, with incorporation taking place in 1866. Under their direction, The Sherwin-Williams Company was the first to develop ready-mixed paint in 1880. Before the invention of this type of paint, consumers would have to buy the ingredients of paint separately and mix the paint themselves. The demands for ready-mixed paint led to explosive company growth throughout the Northeast and Midwestern United States. The company also began to purchase smaller manufacturers and, by the early twentieth century was operating in all fifty states.<br><br>The Sherwin-William Company is anchored by 7 core values:<br>1. Integrity - shines through in our products, our business practices, and our relationships. We pride ourselves on keeping our promises to one another, to our customers and to our shareholders.<br>2. People - are our foundation, which is why we are committed to providing safe and healthy work environments, and opportunities to learn, grow, and be recognized for our many achievements. | |

3. Service - that is exemplary, personal, and professional, accompanied by the strongest product knowledge and supply chain in our industry, provides our customers with confidence in our products and coatings solutions.
4. Quality - is a consistent element of our products and our work. With a strong commitment to continuous improvement, we challenge ourselves to set the industry standard for excellence in colors, products and coatings that preserve, protect, and beautify.
5. Growth - is essential to our business. "To grow in knowledge and character as well as in size" was an early guiding principle. We are committed to growth that is disciplined and sustainable, intended to benefit our shareholders, customers, and our employees.
6. Innovation - ensures that our customers will be the first to benefit from pioneering advancements in our products, coatings, and their applications. Innovation is encouraged through challenging assumptions and by leveraging our collective ingenuity and imagination for new ideas and inspiration.
7. Performance - that achieves desired results and that sets an example for others is encouraged, recognized, and rewarded. We set high expectations for – and take the time to measure and reward – our achievements.

The Sherwin-Williams Company has continued to expand both organically, by opening 30 to 50 new US stores a year, and by acquisition, with the purchases of DURON Paints and Wallcovering (2005), M A Bruder (2006), Columbia Paints (2007), the US and Canadian operations of COMEX (2014) and VALSPAR (2017) as well as various overseas companies in the past fifteen years. The Sherwin-Williams Company became the largest paint manufacturer in the world, after finalizing its acquisition of The Valspar Corporation dated June 1, 2017. These strategic expansions, both organically and through acquisitions, have allowed The Sherwin-Williams Company to strengthen their position in the coatings market with clients being able to access material quicker than our competitors.

The Sherwin-Williams Company operates through four divisions:
1. Performance Coatings Group - Coil Coating, Automotive Coatings, Protective and Marine Coatings, or any non-architectural coatings
2. The Consumer Brands Group - Makers and distributers of such brands as Minwax, Thompson's Water Seal, Krylon and Purdy Paint brushes
3. Global Supply Chain – Responsible for all manufacturing. Distribution, raw material sourcing, planning
4. *The Paint Stores Group – Owns and operates the more than 5,000 store fronts in the United States as well as additional stores in Canada, the Caribbean and Latin America.

*= division that will be utilized for this contract

Recent Top Honors and Prestigious Awards for The Sherwin-Williams Company:
Company
- Newsweek®: America's Most Responsible Companies 2022 and 2021
- Fortune 500 Company Rankings
- LinkedIn: Top 25 Company in Cleveland-Akron-Canton
- Wall Street Journal: 250 Best Managed Companies of 2021
- ICIS: Company of the Year
- KPMG: U.S. Customer Experience Top 100
- Transport Topics: 100 Largest Private Carriers in North America – 2019 and 2020

Steward
- Investor's Business Daily: Best ESG (Environmental, Social and Governance) Companies 2021
- Fast Company: Fast Company's World Changing Ideas – Corporate Social Responsibility 2020
- Fast Company: Fast Company's World Changing Ideas – Consumer Products 2020

Building our Future Project:
Over the course of our more than 157-year history, The Sherwin-Williams Company has grown from a small enterprise on the Cuyahoga River to a global leader of high-performance paints and coatings made of more than 60,000 dedicated employees providing innovative solutions to our customers. Driven by our continued need to serve our customers at the highest level and retain and attract top talent, The Sherwin-Williams Company is creating a next-generation workplace environment that ignites creativity, collaboration, and industry-leading innovation. The Building Our Future project consists of a new global headquarters located in downtown Cleveland and a Research and Development Center located in Brecksville, Ohio.

Sustainability -
The Sherwin-Williams Company believes in being good stewards of the environment requires a comprehensive approach and are continuing the theme of "Building on the Good" to achieve the company's sustainability goals. The attached sustainability report highlights The Sherwin-Williams Company's approach

| | | | |
|---|---|---|---|
| 11 | What are your company's expectations in the event of an award? | The Sherwin-Williams Company's expectations for this contract, if awarded are simple. We want to GROW together and keep it COLLOBORATIVE. The Sherwin-Williams Company owns and operates more than 5,000 stores nationwide, coupled with 2,500 sales representatives nationwide. With this reach, The Sherwin-Williams Company would expect engagement from Sourcewell either through trainings, seminars, or possibly a quarterly recap of the market with trends. The Sherwin-Williams Company understands this might not be possible all the time, but highlighting 10 target markets to aggressively go after, could be a great starting point and set some expectations. The Sherwin-Williams Company would also expect Sourcewell to go after States to utilize the Contract in lieu of building out their own RFP/Paint Supplies contract. A few states have adopted the Contract in the past and it has worked out tremendously well for all involved parties. | * |
| 12 | 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. | The Sherwin-Williams Company publicly traded on the New York Stock Exchange (ticker symbol: SHW).<br><br>As of the end of 2022:<br>- The Sherwin-Williams Company had total revenues of $22.1B dollars<br>- 60,000+ employees worldwide<br>- Operate in 120+ countries<br>- 5,000+ company owned and operated stores<br>- 2,500+ dedicated sales representatives<br>- 136 manufacturing and distribution facilities<br><br>All additional information related to annual reports, 10-k, 6-k, etc. can be found at the below link:<br>https://investors.sherwin-williams.com/investor-home/default.aspx | * |
| 13 | What is your US market share for the solutions that you are proposing? | The Sherwin-Williams Company is the largest paint manufacturer and distributor within the United States, owning and operating more than 5,000 stores (in all 50 states). Current SLED market share through direct contracts is approaching $100mm in sales annually or roughly 50-60% market share. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | The Sherwin-Williams Company currently operates more than 230 stores Canada-wide with expectations to open 10-20 in the next 5 years and sales within the SLED Market at around $500,000.00. The Sherwin-Williams Company is one of three top paint manufacturers within Canada (not sure who holds each position). The Sherwin-Williams Company can't quantify actual market share. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 16 | 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.<br>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?<br>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? | b.) The Sherwin-Williams Company is vertically integrated and owns and operates all its stores throughout the United States.<br><br>The Sherwin-Williams Company manufactures, distributes, and sells all its branded products exclusively through more than 5,000+ stores in the United States, Canada, and the Caribbean.<br><br>The Sherwin-Williams Company will not be utilizing any third party or dealer network to deliver any material to participating members. All Sourcewell members will be interacting with employees of The Sherwin-Williams Company, ONLY. This allows The Sherwin-Williams Company to maintain the highest level of customer satisfaction and owning the entire process from sale to application. | * |

| | | | |
|---|---|---|---|
| 17 | 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. | The Sherwin-Williams Company does maintain all licenses and certifications pursuit to laws in all 50 states, however we cannot list them all on this RFP response, as I believe we are limited to 30,000 characters.<br><br>Supplemental information is below:<br><br>The Sherwin-Williams Company has over 200 GPS-2 designations offered by the Master Painter's Institute (MPI). GPS-2 is the most extreme green designation currently offered by the MPI and is an indication of the seriousness with which The Sherwin-Williams Company seeks to develop environmentally responsible products http://www.specifygreen.com/APL/searchGPS.asp?txtSearch=sherwin&btnSearch.x=0&btnSearch.y=0<br><br>Additionally, a search of GreenGuard approved products will show 83 product lines have been Gold certified https://www.sherwin-williams.com/painting-contractors/specifications/sustainability<br><br>All factories operated by The Sherwin-Williams Company are ISO 9001:2015 certified for the following scope of certification: The Design, Manufacture, Packaging and Distribution of Paints, Coatings, Powder, Dispersions, Applicators, Polymers, and Chemicals, and the Distribution of Allied Products. ISO 9001 document is attached | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | There has not been any history of suspension or debarment for The Sherwin-Williams Company | * |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Product Blueprint:<br>- EcoVadis™: Silver Sustainability Rating – European division<br>- Fill it Forward: Top 25 Changemakers of 2022<br>- Global Good Awards: Best Product of the Year, Joint Silver – valPure® V70<br>- Pipeline & Gas Journal® Awards: Finalist, Best Corrosion Technology – PipeClad® 2060<br>- SEAL Awards®: Sustainable Innovation Award – valPure® V70<br><br>Governance and Ethics:<br><br>British Coatings Federation: Customer Service Award, Consumer Brands Group<br>MSCI®: ESG Rating 'A'<br>Newsweek®: America's Most Responsible Companies 2022<br>The Wall Street Journal®: Best Managed Companies 2022<br>Transport Topics®: 100 Largest Private Carriers in North America<br><br>Social Imprint<br>Forbes®: America's Best Employers for Women<br>Forbes®: America's Best Employers for New Graduates<br>Forbes®: America's Best-In-State Employers<br>Forbes®: America's Best Large Employers<br>Forbes®: Global 2000<br>Forbes®: World's Best Employers<br>Forbes®: World's Top Female-Friendly Companies<br>Human Rights Campaign®: Best Places to Work for LGBTQ+ Equality 2022<br>The American Opportunity Index: Top 50 Overall<br>The Cleveland Plain Dealer®: Northeast Ohio Top Workplaces | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Approximate percentage = 4% | * |
| 21 | What percentage of your sales are to the education sector in the past three years | Approximate percentage = 5% | * |

| | | | |
|---|---|---|---|
| 22 | 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? | AGENCY — 3 YR SALES SNAPSHOT<br>STATE OF WEST VIRGINIA — $4,263,857.00<br>STATE OF VIRGINIA — $225,284.00<br>STATE OF VERMONT — $671,790.00<br>STATE OF UTAH — $164,861.00<br>STATE OF TEXAS — $21,833,054.00<br>STATE OF TENNESSEE — $1,032,170.00<br>STATE OF SOUTH DAKOTA — $732,313.00<br>STATE OF RHODE ISLAND — $1,404,369.00<br>STATE OF PENNSYLVANIA — $3,015,698.00<br>STATE OF OKLAHOMA — $478,809.00<br>STATE OF OHIO — $6,730,978.00<br>STATE OF NEW MEXICO — $733,649.00<br>STATE OF MISSOURI — $1,045,052.00<br>STATE OF MARYLAND — $1,261,164.00<br>STATE OF MAINE — $1,100,739.00<br>STATE OF KENTUCKY — $866,210.00<br>STATE OF IOWA-SOURCEWELL — $935,372.00<br>STATE OF INDIANA — $987,448.00<br>STATE OF ILLINOIS — $1,041,123.00<br>STATE OF IDAHO — $1,248,811.00<br>STATE OF GEORGIA — $7,103,303.00<br>STATE OF DELAWARE — $1,746,237.00<br>STATE OF ARKANSAS — $2,612,465.00<br>SOURCEWELL-USA — $3,309,665.00<br>PENNSYLVANIA COSTARS MRO 8 — $1,587,908.00<br>NATIONAL PURCHASING PARTNERS — $1,887,242.00<br>NORTH CAROLINA STATE CONTRACT — $11,836,380.00<br>NATL COOP PURCH ALLIANCE-NCPA — $1,905,504.00<br>MHEC MA HIGHER EDU CONSORTIUM — $201,086.00<br>IPHEC SOURCEWELL — $492,960.00<br>1GPA-ARIZONA — $77,416.00<br><br>TOTAL — $82,532,916.00 | * |
| 23 | 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? | The Sherwin-Williams Company currently holds a GSA Contract under: 47QSHA18D000U<br><br>Approximate sales through the GSA Contract over the last 3 years is over $25,000,000.00 | * |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| The State of Georgia | Donnie Treadway | 404-463-0824 | * |
| The State of North Carolina | Melinda Tomlinson | 984-236-0238 | * |
| The State of Ohio | Terry Spiropoulos | 614-644-6764 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** 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 * | |
|---|---|---|---|---|---|---|
| The State of Ohio | Government | Ohio - OH | Statewide Paint Contract | Average transaction is around $100.00<br><br>Ranges varies from $5.00 to $5,000.00 | $6,800,000.00 | * |
| The State of Georgia | Government | Georgia - GA | Statewide Paint Contract | Average transaction is around $200.00<br><br>Ranges varies from $10.00 to $5,000.00 | $7,100,000.00 | * |
| The State of Texas | Government | Texas - TX | Statewide Paint Contract through TXMAS | Average transaction is around $300.00<br><br>Ranges varies from $20.00 to $5,000.00 | $18,000,000.00 | * |
| Hillsborough County Public Schools | Education | Florida - FL | Formal contract for Paint/Paint Supplies | Average transaction is around $500.00 | $5,995,610.00 | * |
| The State of Louisiana | Government | Louisiana - LA | Statewide Paint contract (until last year) - Competitor currently holds | Average transaction is around $100.00<br><br>Ranges varies from $5.00 to $5,000.00 | $6,986,678.00 | * |

### 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 * | |
|---|---|---|---|
| 26 | Sales force. | The Sherwin-Williams Company has over 5,000 stores and 2,500 sales representatives in the United States. Each account is assigned a sales representative based on geography and serviced from the correlating store location (usually the closest). Both the sales representative assigned to the account and store personnel are available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training, and updating on new rules and regulations.<br><br>The Sherwin-Williams Company firmly believes that no individual shall be placed in a position within the company without being fully trained in the responsibilities and duties of the job. All store personnel and sales representatives are required to complete a series of 20 START tests in their first 90 days of employment. These tests range from exams on paint chemistry and business management to complaint resolution and customer service. Upon successful completion of the START program, individuals are sent to training at one of four "Sherwin-Williams University" sites. Continuous education courses are also available for store personnel and sales representatives to ensure they are up to speed with the newest products and technologies. The Sherwin-Williams Company internal retention rate is at 95%, which is why these exams/classes are so important for overall career growth. These exams and classes are mandatory for future employment, and one must pass prior to the end of their 90 day probation period | * |

| | | | |
|---|---|---|---|
| 27 | Dealer network or other distribution methods. | The Sherwin-Williams Company will utilize its owned and operated stores to fulfill all orders.<br><br>The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers within the State of Indiana<br>These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received | * |
| 28 | Service force. | In addition to our 2,500 sales representatives and over 5,000 store managers and assistant managers, the company has additional staff and service personnel dedicated to managing our sales and distribution force.<br>Our paint stores are divided into division across the country. Each division is comprised of a combination of District Managers, City Managers and District Sales Managers. These individuals are tasked with managing our sales representatives, store managers, assistant managers, full and part time employees.<br><br>The Sherwin-Williams Company offers site visits by NACE certified representatives for most jobs. NACE certification is among the most respected in the paint industry. The NACE (National Association of Corrosion Engineers) Institute administers certifications on a variety of disciplines, including the industry-leading Coatings Inspector Program or CIP, which is the program followed by Painters USA. While NACE certification includes different levels and specialties, the main focus is the performance and documentation of liquid coatings applied by brush, roller, or spray to steel and other substrates. Primarily for industrial environments, CIP covers cathodic protection; coatings for industries, inspection requirements, and corrosion resistance; and material selection for specific chemical resistance. Painters USA's employees in estimating, field operations, and field applications go through intensive training in order to achieve their coatings inspection certifications.<br><br>The Sherwin-Williams Company also offers training on areas of importance to government agencies. For example, the company has conducted trainings on coatings for fire hydrants, light posts, water tanks and road striping. These trainings can be arranged through your local Sherwin-Williams representative or through the contract manager.<br><br>The company also offers training on areas of importance to government agencies. For example, the company as conducted trainings on coatings for manhole covers, water tanks and road striping. Such classes can be arranged through your local Sherwin-Williams representative. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | All orders that associated with the Contract will be handled by one of the 5,000+ stores that The Sherwin-Williams Company owns and operates. Store location and hours can be found at the below link:<br>https://www.sherwin-williams.com/store-locator<br><br>In addition to the stores, dedicated sales representatives will be available during working hours and in certain situations, extended hours. The Contract Manager (Kevin McCoy) can be reached at any time. | * |

| | | | |
|---|---|---|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | As mentioned previously, The Sherwin-Williams Company has over 2,500 sales representatives and more than 5,000 stores in the United States. Each account is assigned a representative based on geography. This individual is available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training and updating on new rules and regulations.<br><br>Each representative has completed a career path that had included stints as a customer service specialist, store assistant manager, and store manager. Once having mastered these skills, the individual is then put through the following training regiment:<br><br>Overview and Training Materials<br>The Sales Rep Development (SRD) program was designed to provide employees who possess an interest in a possible Sales Rep career path to understand the roles and responsibilities of a career salesman. The program is also designed to provide the district with a pool of qualified candidates to support future sales rep opportunities within the district.<br>The program is divided into three phases:<br>-Phase I - Communicating the program to the field:<br>>During this phase you will send out a communication to the field management level field employees (Store and Assistant Managers) that are possibly interested in a career in outside selling to attend a one-day Sales Rep Development session at the District Office. Also, to support completion of the program, an SRD-Leader's Guide has been developed.<br><br>-Phase II - One Day training session:<br>>District Leadership will conduct a one-day training session for the employees that expressed an interest in the program. The session focuses on an overview of the roles and responsibilities for a sales rep as well as an in-depth selling skills session. This session should take approximately 6.5 hours to complete.<br>-Phase III - 90 Day Workbook:<br>>The 90 Day Workbook* is designed to provide employees that have expressed an interest in a possible sales rep career path at the end of the training session with additional rep specific opportunities. During this phase District Leadership will work closely with the employee to support their development and understand their ability to complete the functions of the rep role, in addition to their existing duties.<br><br>Those completing this pre-promotion program then competitively compete for a promotion as positions become available. Once promoted, they are sent to weeklong training at one of The Sherwin-Williams Company's SHW University training centers located at:<br><br>11350 Alameda Drive<br>Strongsville, OH 44149<br><br>2810 W. Miller Road,<br>Garland, TX 75041<br><br>2800 Century Parkway NE, Suite 950<br>Atlanta, GA 30345<br><br>1140 McDermott Drive, Suite 107<br>West Chester, PA 19380<br><br>There, the customer service training continues, paint chemistry and the Sherwin-Williams resources available to aid customers.<br><br>The sales representative depends heavily on the local store manager and vice versa.<br><br>It is important to note, each representative and store manager is required to complete an annual new product certification at the beginning of the year. This insures they are not only familiar with new Sherwin-Williams products, but the reasons for the products development, which may be better performance, less environmental impact, or compliance with new regulations.<br><br>These representatives report to a local sales manager who is available in the event of the representative's absence. This individual has also completed both the store manager and sales representative training as well as additional training in store, human resources, and business management. | * |

| | | | |
|---|---|---|---|
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | The Sherwin-Williams Company has the ability to service all participating members within the United States through the 5,000+ locations.<br><br>The Sherwin-Williams Company as mentioned above has the depth of knowledge and network to service any/all multi-state/agency contracts. Additionally, The Sherwin-Williams Company has strict protocols that have been developed over the past 150+ years to successfully service any contract or member need. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | The Sherwin-Williams Company currently operates in Canada and is excited about the growth of cooperative purchasing through agencies countrywide. The Sherwin-Williams Company operates close to 230+ stores nationwide and will only continue to growth.<br><br>The introduction to Canoe last year was great and has been advantageous for all parties. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | The Sherwin-Williams Company is a nationwide entity with the agility to react to all needs of agencies nationwide/including Canada, especially in times of need. Therefore, no geographic areas can currently be identified that The Sherwin-Williams Company can't service. | * |
| 34 | 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? | The Sherwin-Williams Company is a nationwide entity with the agility to react to all needs of agencies nationwide/including Canada. Therefore, The Sherwin-Williams Company will be able to service all participating entities. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | The Sherwin-Williams Company is a nationwide entity, able to service all participating entity locations as long as their is a store location present (which there is). | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | 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. | The Sherwin-Williams Company would approach promotion from two sides:<br><br>External Promotion - Email blast, industry conferences, public sector conferences, as well as trade shows.<br><br>Internal Promotions - Notify all employees in a target market that the Contract is available, coupled with agency lead list, as well as selling tools. Also, The Sherwin-Williams Company provides training seminars to all sales representatives/stores nationwide. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | The Sherwin-Williams Company utilizes various outside Data Analytics agencies to help with mining information. This information is then used to help determine key metrics within an area we can access/approach.<br><br>The Sherwin-Williams Company would promote this contract through the professional social media setting up LinkedIn, with a formal announcement and a "ask us how to use" section. The Sherwin-Williams Company's LinkedIn profile has just surpassed 500,000 followers.<br><br>The Sherwin-Williams Company is very aware of the sensitivity of information shared online, as well as gathered information. The below link outlines corporate policies as they relate to privacy.<br>https://privacy.sherwin-williams.com/privacy-policy | * |
| 38 | 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? | The Sherwin-Williams Company considers Sourcewell as a strategic and important partner in the SLED market. We encourage representatives of Sourcewell to provide training opportunities for The Sherwin-Williams Company in person or virtually. These opportunities will provide The Sherwin-Williams Company team with the knowledge and confidence to speak to participating members about the benefits of the contract.<br>In addition, The Sherwin-Williams Company attends events such NIGP and other statewide conferences which enables promotion of the contract and penetration into markets where Sourcewell does not have a strong presence.<br><br>Internally, The Sherwin-Williams Company provides comprehensive training and education to District Management and the entire sales teams. This is done in person and virtually across the United States and Canada.<br>The Sherwin-Williams Company also works with its dedicated marketing team(s) to create customized sell sheets (approved by Sourcewell) to distribute to The Sherwin-Williams Company sales team and participating Sourcewell members. | * |
| 39 | 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 Sherwin-Williams Company offers both an Integrated Punch-out System and a Direct Punch-out System. Orders placed by internet, unless specified for a particular store, are geocoded by delivery location and sent to the nearest store for processing. These orders are sent to the store immediately and the store begins fulfilling the order as soon as it is received from central processing.<br><br>The e-Catalogs developed by The Sherwin-Williams Company have the following features<br>1) The ability to search using multiple methods to narrow options to specific needs<br>2) Sherwin-Williams Pro+ Program allows end-user to view pricing, pay account balances, order online through their account.<br>3) E-catalogs display contract pricing<br>4) E-Catalog workflow management controls are under development for The Sherwin-Williams Company catalogs.<br>5) On-line ordering capabilities are available on "punch-out catalogs"<br>6) Order status and order tracking capabilities are available<br>7) Order/account history is available<br>8) Online help is available during normal business hours<br>9) Technical Data Sheets, Product Data Sheets and Safety Data Sheets are available on the e-catalog<br>10) The Sherwin-Williams Company accepts Master Card, Discover, American Express and Visa<br>11) Web-based catalogs are available.<br>12) Contract pricing is available on line.<br>13) Order status tracking is available<br>14) Order history is available<br>15) Environmentally preferred products are noted and noted with the certification and third party agency detailing them as EPP.<br>16) Notations are made as to greener alternatives | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 40 | 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. | The Sherwin-Williams Company offers free training on new products and technologies nationwide.<br><br>The Sherwin-Williams Company also conducts public training on application techniques at many of its annual district pro shows. These events are open to the public and various experts on concrete and masonry, wood finishes, stains, HVLP and airless spraying are available for questions and hands on training. | * |
| 41 | Describe any technological advances that your proposed products or services offer. | The Sherwin-Williams Company recently introduced Superpaint Sanitizing that kills six different pathogens on contact. This helps prevent infections not only in hospitals and clinics but in areas where various abrasion may be present such as locker rooms and gymnasiums<br><br>Thanks to innovative technology and a zero VOC formula, SuperPaint® with Air Purifying Technology* contributes to better indoor air quality by reducing VOC levels from potential sources like carpet, cabinets and fabrics. It also helps rooms stay fresher, longer, with odor eliminating technology that breaks down unwanted household odors<br>Scuff Tuff™ Interior Waterbased Enamel. Its advanced scuff resistance maintains an attractive finish in high-traffic areas and resists burnishing, even after frequent washing. Scuff Tuff™ is the easy choice for areas exposed to hard treatment.<br><br>The below link outlines a comprehensive and categorized view of the technologies that The Sherwin-Williams Company will offer through this contract:<br>https://www.sherwin-williams.com/painting-contractors/business-builders/paint-technology-and-application | * |
| 42 | 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. | The Sherwin-Williams Company has sought to limit its environmental impact. Expanded details can be found at:<br><br>https://corporate.sherwin-williams.com/sustainability/focus-areas/environmental-footprint.html<br><br>Also, see attached Sustainability Report.<br><br>The Sherwin-Williams ambitious and meaningful goals address global issues of critical importance, including doing our part to address climate change by reducing our greenhouse gas emissions, increasing energy efficiency and use of renewable energy, minimizing our waste, and accelerating development of “sustainably advantaged products.”<br><br>2030 Environmental Footprint Reduction Goals<br><br>-Reduce absolute Scope 1 and Scope 2 greenhouse gas emissions by 30%<br>-Increase renewable energy to 50% of total electricity usage<br>-Increase operational energy efficiency by 20%<br>-Reduce waste disposal intensity by 25%<br><br>Product Blueprint Philosophy<br><br>- Implemented Sustainability by Design program across the enterprise, serving as our proactive, foundational process to aid the growth of our “sustainably advantaged products” portfolio<br>- Established a baseline for “sustainably advantaged products” and developed a plan for expanding this product portfolio in the future<br>- Developed a structured process for measuring and assessing Scope 3 emissions | * |

| | | |
|---|---|---|
| 43 | 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. | Many of The Sherwin-Williams Company's architectural products fit the criteria for "sustainably advantaged products" because they meet or exceed sustainability-related conditions set by leading third-party organizations, programs, standards and codes such as:<br><br>-American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)<br>-Collaborative for High Performance Schools® (CHPS)<br>-Cradle to Cradle Products Innovation Institute<br>-EU Ecolabel<br>-Forest Stewardship Council® (FSC®)<br>-Green Globes®<br>-GREENGUARD Environmental Institute (GEI) and UL GREENGUARD<br>-International Green Construction Code®<br>-Leadership in Energy and Environmental DesignTM (LEED®)<br>-Nordic Swan Ecolabel<br>-The Master Painters Institute®<br>-USDA BioPreferred® Program<br>-WELL Building Standard®<br><br>For more information related to certifications and regulatory obligations for architectural products, see the specification resources at: https://www.sherwin-williams.com/architects-specifiers-designers/specifications. * |
| 44 | Describe how your products contribute to or promote the health, quality of life and wellbeing of our members and others. | The Sherwin-Williams Company three ESG pillars – Environmental Footprint, Product Blueprint and Social Imprint – encompass the commitments, areas of focus, and goals and metrics that are most important to The Sherwin-Williams Company. These pillars are centered on a foundation of Governance and Ethics, designed to ensure broad engagement and appropriate oversight for sustainability and ESG initiatives throughout the Company.<br><br>-Environmental Footprint Doing Our Part for the Planet We apply a continuous improvement approach to reducing our carbon emissions, energy consumption and waste generation while expanding our renewable energy use and decreasing the amount of waste generated by our operations<br>-Product Blueprint Driving Sustainability Through Innovation We remain focused on enriching our Product Blueprint. Our Sustainability by Design program is a signature effort to intentionally consider sustainability attributes and life cycle thinking in our product innovation and development processes. This program enables us to evolve our products and processes to deliver and grow our “sustainably advantaged products” offering<br>-Social Imprint Elevating a Culture of Safety, Inclusion and Community We are committed to advancing a culture of excellence that values people, inclusion and community. Our commitment is reflected in our unwavering efforts to promote the safety, health and well-being of our people; foster a culture of inclusion, diversity and equity where individual differences are celebrated; and support those in the communities where we live and work |
| 45 | Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products. | The Sherwin-Williams Company’s approach to corporate social responsibility and other Environmental, Social, and Governance (ESG) risks and opportunities is grounded in the commitment to creating and maximizing long-term value for shareholders, employees, customers, communities in which we live and work, and other stakeholders. This commitment is also reflected in The Sherwin-Williams Company Corporate Purpose and is deeply embedded in the company culture and business practices. From manufacturing plants to our company-operated stores and other places where products are sold, The Sherwin-Williams Company invests in sustainability and other ESG initiatives to help grow business with care, differentiate us in the marketplace, and make a positive impact on the world around us.<br><br>The Sherwin-Williams Company previously conducted a robust materiality assessment and identified the following top-tier focus areas that have been incorporated into our ESG framework – Climate and Carbon; Product Stewardship; Life Cycle Assessment; Occupational Health and Safety; and Talent Acquisition and Employee Engagement. The Sherwin-Williams Company refreshes the materiality assessment on a periodic basis as part of an ongoing work to drive alignment between sustainability efforts and the expectations of both internal and external stakeholders. Learn more at https://corporate.sherwin-williams.com/content/sherwin/corp/corp-aem-sherwin/us/en/sustainability.html. |
| 46 | Describe the extent to which your products contain recycled content or are recyclable. | Please see attached LEED® v4.1 MR Credit: Recycled Content |

| | | | |
|---|---|---|---|
| 47 | 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. | The Sherwin-Williams Company is a global leader in the manufacture, development, distribution and sale of paint, coatings, and related products to professional, industrial, commercial, and retail customers. Additionally, majority of the products used by agencies on a day-to-day basis, such as paint and related products, are manufactured, distributed, and sold by one of our local Sherwin-Williams retail locations, distribution centers, and plants.<br><br>Due to this scale, we partner with MBE, WBE, and other businesses on a national level. The Sherwin-Williams Company is committed to advancing a culture of inclusion where differences are welcomed, appreciated, and celebrated to positively impact our people and our business. This commitment extends to all parts of business – especially the suppliers. A brief review of the ID&E program is included..<br><br>Recently, The Sherwin-Williams Company announced five firms that have been selected for the minority construction management role for the Building Our Future project, which includes the new global headquarters in downtown Cleveland and the new R&D center in Brecksville. Additional firms are expected to be added for multiple roles as the project progresses, including design and landscape architects. Sherwin-Williams plans to invest a minimum of $600 million to build both the headquarters and R&D facilities. The new global headquarters will be approximately 1,000,000-square-feet in size. The new R&D center in Brecksville will be approximately 600,000-square-feet in size. You may click here to learn more.<br>While the opportunity does not exist to partner on the distribution or manufacturing of our products, The Sherwin-Williams Company is focused on advancing inclusion, diversity and equity within our workforce, culture, and supply chain. You may click here to view a recent workshop hosted in partnership with the Urban League of Greater Cleveland focused on How to Do Business with Sherwin-Williams targeted to increase diversity within our suppler chain.<br>To attract underrepresented racial/ethnic groups to Sherwin-Williams, we have been very intentional about developing a diverse pipeline by working with 44 colleges in the Hispanic Association of Colleges and Universities, partnering with 16 Historically Black Colleges and Universities, and over 100 events with student organizations and professional associations specifically targeted for underrepresented groups. Our goal for talent progression is to increase women and underrepresented racial/ethnic groups in leadership roles. In 2020, 58% of newly appointed Vice Presidents were women and 21% were underrepresented racial/ethnic groups.<br><br>The Sherwin-Williams Company is also focused on engaging underrepresented groups while educating our leaders and workforce. We are proud of the 100+ chapters of our 6 employee resource groups including the African American Network, Global Women's Networks and our efforts focused on LGBTQ+, Military/Veterans, Hispanic/Latinx, Multicultural networks. These ERGs are crucial to developing our talent and increasing feelings of belonging for our workforce while contributing to the communities we serve.<br>For example, one of our African American Network chapters organized a "Supply Drive for the Homeless," gathering toiletries donations at each of the region's 109 local stores. The Sherwin-Williams Women's Club raised $70,000 through a virtual run, which had 800 global participants. Funds from the event were donated to Youth Challenge, an organization dedicated to helping young people with physical disabilities. We also drive ID&E through the communities we serve through donations to PCs for People and support of minority-owned businesses.<br><br>Although The Sherwin-Williams Company has more to do, we have been recognized for our efforts by taking meaningful steps to attract, progress, engage diverse talent while fostering a culture of inclusion.<br>Since 2018, we have been recognized by Forbes' as a Best Employer for Diversity, Best Employer for Women, and Best Employer for New Grads. | * |

| | | | |
|---|---|---|---|
| 48 | 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? | In addition to many of the previously mentioned value-added products and services, The Sherwin-Williams Company would like to highlight the following:<br><br>- Trademark Service: The Sherwin-Williams Company's award-winning customer service, including a staff required to pass 20 different customer services-based exams in their first six months of employment, and store customer service appraisals reviewed annual of more if necessary.<br>-Custodian: a Sherwin-Williams maintained history of the sheen and color based on customer provided identification information. Customers can review their product history to remove guess work from repaints.<br>-Free Delivery: The Sherwin-Williams Company maintains the largest fleet of delivery vans and trucks in the paint industry. These vehicles are available for fast free delivery to all customers throughout the country.<br>-Color Consultants: The Company maintains a staff of color and design experts who can help with designer and decorating questions.<br>-Architectural Account Executives: The Company maintains a staff of Architectural Account executives whose job it is to work with architects and specifiers to make sure the correct products are used in each job.<br>-Industrial Maintenance Specialists: The Sherwin-Williams Company has a battery of NACE-certified representatives who can review and advise on the toughest jobs. With NACE training and The Sherwin-Williams Company's line of high-performance products, an agency's paint needs will be covered.<br><br>The Sherwin-Williams Company offers all these services free of charge to their customers, which have been utilized by participating Sourcewell members. | * |

## Table 9: Warranty

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 49 | Do your warranties cover all products, parts, and labor? | The Sherwin-Williams Company will warrant products outlined with the below Terms and Conditions, however labor is not included as this is for supplies only.<br><br>https://www.sherwin-williams.com/terms-and-conditions#standard-tc<br><br>Seller warrants to Buyer that as of the date of shipment: (a) the goods manufactured by Seller shall conform to Seller's then-current quality control specifications for manufacturing such goods; (b) the goods shall be subject to any label warranty affixed to the container or packaging of such goods; (c) Seller has good title to such goods; and (d) such goods are free and clear of all liens and encumbrances created by Seller. The above warranties extend only to Buyer. Except for an express written limited warranty signed by an authorized representative of Seller, no other statement or warranty, written or oral, including statements in any marketing brochure or promotional literature, shall be binding upon Seller. SELLER SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. | * |
| 50 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Products will not be warranted if used outside of its originally intended use. | * |
| 51 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes | * |
| 52 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No | * |
| 53 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | The Sherwin-Williams Company requests all original manufacturers to offer a comprehensive warranty plan.<br><br>All vendors doing business The Sherwin-Williams Company must go through a strict approval process and accept all Terms and Conditions of The Sherwin-Williams Company. This allows the very best vendor products offered to customers nationwide. These manufacturers regularly go through line reviews with leadership to ensure the best prices are offered and the core business values align with The Sherwin-Williams Company. | * |
| 54 | What are your proposed exchange and return programs and policies? | In no case are goods to be returned to Seller for credit without prior written authorization by Seller in accordance with Seller's standard return policy.<br><br>Policy - The Sherwin-Williams Company accepts all returns, as long as product is in resalable condition, meaning not tinted or opened. Special orders are subject to the manufacturers return policy, which will be disclosed if requested. | * |
| 55 | Describe any service contract options for the items included in your proposal. | The Sherwin-Williams Company extends all warranties and services offered by its various vendors. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 56 | Describe your payment terms and accepted payment methods. | net 30<br><br>We accept EFT, P-Card, all major credit cards, cash | * |
| 57 | Describe any leasing or financing options available for use by educational or governmental entities. | The Sherwin-Williams Company does offer financing options for power equipment sold through the store location(s). | * |
| 58 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | When requested, The Sherwin-Williams Company sales representative will produce a quote for the participating agency with the Sourcewell contract number notated at the top.<br><br>All particpating members can request this document at any time during the sale process. | * |
| 59 | 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? | The Sherwin-Williams Company accepts P-Cards at no additional cost to the participating member. P-Cards will be used at the discretion of the participating member. | * |

## 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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 60 | 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. | The Sherwin-Williams Company is offering:<br>- Minimum of 30% off list price for paint/paint supplies<br>- Minimum of 12% off list price for equipment<br><br>The Sherwin-Williams Company sales representatives and stores have the ability to generate greater discounts as they see fit within their market(s). | * |
| 61 | 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. | The Sherwin-Williams Company is offering:<br>- Minimum of 30% off list price for paint/paint supplies<br>- Minimum of 12% off list price for equipment | * |
| 62 | Describe any quantity or volume discounts or rebate programs that you offer. | The Sherwin-Williams Company offers the minimum discounts to all participating members, nationwide. However, if local sales representatives wants to offer a greater discount, they have the autonomy to do so, which allows for more flexibility at the local level and in certain situations (such as: disaster relief, competitive edge, etc.) | * |
| 63 | 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. | The Sherwin-Williams Company maintains satisfactory inventory levels on majority of its core items (offered through this contract) to service participating member needs. If a participating member requests a specialty product, the local store or sales representative will provide a formal quote, outlining cost, timeline, and all contact information. | * |
| 64 | 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. | Recycling collection fees exist in various states throughout the United States and require a separate line item when invoicing. If a participating member is utilizing the contract within one of these States, then that fee will be identified as an additional charge.<br><br>Additionally, special order products tend to carry a delivery charge, which would be passed onto the participating member, notated as a separate invoice line. | * |
| 65 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All products are FOB destination, other than special order products at which time freight charges would apply per the manufactures terms and conditions. | * |
| 66 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | The Sherwin-Williams Company includes freight charges for all standard items within Alaska, Hawaii, and Canada, unless a special order product.<br><br>Offshore deliveries would be subject to freight charges. | * |
| 67 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers.<br><br>These vehicles, under The Sherwin-Williams Company’s HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received<br><br>HUB System Highlights:<br>-Integrated reservation based system<br>-Automated dispatching with continue dispatcher oversight<br>-Text and/ or email customer when deliver is approximately 30 minutes away<br>-Drivers routed by handheld 4G devices<br>-Device has google maps with real time traffic for navigation<br>-The devices ties into eCommerce delivery orders<br>-Accurate assigning of vehicles based on order requirements | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 68 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 69 | 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | The Sherwin-Williams Company has a mechanism in place, which ensures contract pricing is administered at the retail level to approved participating members. Agencies who wish to utilize the contract will be vetted through agency look up tool or signing them up with the Sourcewell program. Only approved participating members can utilize the Sourcewell Contract. Approved participating members will be reported on quarterly to ensure compliance.<br><br>The Sherwin-Williams Company sets up a centrally controlled parent account and attaches any current or future participating members accounts to the parent, which drives agreed upon contract pricing. Only the Contract Manager or the National Sales Manager can adjust discounts/pricing.<br><br>All new participating members, will have to be approved by the Contract Manager or National Sales Manager to ensure contract compliance.<br><br>AdHoc reports are regularly ran at the National and Local level to review contract compliance and governing correctly. The parent mechanism allows The Sherwin-Williams Company to hyper focus on each individual master agreement. | * |
| 70 | 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. | As mentioned above in item 69, The Sherwin-Williams Company would create a parent (overarching) account mechanism. for the Contract This mechanism allows The Sherwin-Williams Company to track all sales and activity down to the micro level. Micro level would be store location, date, time, employee, product, amount, price, agency name, agency authorized representative, payment method, etc.<br><br>The Sherwin-Williams Company strongly believes this parent tracking maintains compliance during the full term of the contract.<br><br>All 5,000+ stores and 2,500+ sales representatives have access to account information via The Sherwin-Williams Company Client Management System. This system warehouses all account information, specifically contractual information, such as terms, roll out instructions, sell sheets, payment terms, etc. The system can be accessed through computer, mobile, or tablet 24/7 365. All of the information in the Client Management System is maintained by the Contract Manager or Account Manager. | * |
| 71 | 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.) | The Sherwin-Williams Company would like to propose a 1.75% administrative fee.<br><br>This fee will be calculated quarterly by our commissions and reporting team on the total sales flowing through the contract at the parent level. Meaning all sales under the parent during the quarter will be reported on and sent in the Sourcewell approved template. | * |

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 72 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | The Sherwin-Williams Company offers the latest coating innovations and the broadest offering of tools and supplies that deliver professional results and save time and money.<br><br>Interior and Exterior Paint & Coatings<br>- Interior Paint<br>- Exterior Paint<br>- Primers<br>- Wood Stains, Sealers, and Clear Topcoats<br>- Commercial High Performance Coatings<br>- Concrete and Masonry Coatings<br>- Aerosols<br>- Floor Coatings<br>- Deck Stains<br>- Siding Stains<br>- Roof Coatings<br>- Pavement and Turf Coatings<br>- Safety Equipment<br>- Painters Wear<br>- Spray Equipment<br>- Wallpaper Tools and Paste<br>- Brushes<br>- Roller Covers, Frames, and Accessories<br>- Ladders, Scaffolds, and Climbing Equipment<br>- Tape and Masking<br>- Sandpaper and Abrasives<br>- Drop Cloths and Plastic<br>- Caulks, Sealants, and Caulking Tools<br>- Patching and Repair<br>- Painters Tools<br>- Drywall Compounds and Tools<br>- Solvents and Removers<br>- Cleaning Supplies | * |
| 73 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Subcategories:<br><br>- Masonry coatings<br>- Roof coatings<br>- Janitorial supplies<br>- Cleaning Supplies<br>- Paint applicators | * |

## 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 | |
|---|---|---|---|---|
| 74 | Interior and exterior paint, coatings, primers, stains, sealers, and faux finishes for any structural surfaces | (•) Yes<br>( ) No | The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations | * |
| 75 | Related supplies and equipment complementary to 74 above, such as brushes, roller frames, roller covers, tape, sandpaper, and abrasives, plastic sheeting, caulks, caulking tools, sealants, etc. | (•) Yes<br>( ) No | The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations | * |

## Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 76. NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes<br>◉ No |

**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.”

- Pricing - The Sherwin-Williams Company Price List - 2023.xlsx - Tuesday September 12, 2023 10:49:37
- Financial Strength and Stability - Financial Strength and Stability.zip - Monday September 11, 2023 14:12:25
- Marketing Plan/Samples - 2023 - Sherwin-Williams Marketing Plan.pptx - Tuesday September 12, 2023 11:37:57
- WMBE/MBE/SBE or Related Certificates - MBE-WBE Information.zip - Monday September 11, 2023 14:13:09
- Warranty Information - Terms and Conditions of Sale - Sherwin-Williams.pdf - Tuesday September 12, 2023 10:54:36
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Sustainability and Certifications.zip - Monday September 11, 2023 14:13:29
- Requested Exceptions (optional)

## Addenda, Terms and Conditions

### 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:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

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

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government 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. - Kevin McCoy, National Sales Manager - SLED, The Sherwin-Williams Company

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_4_Paint_RFP 091323**<br>Thu August 31 2023 04:12 PM | ☑ | 1 |
| **Addendum_3_Paint_RFP 091323**<br>Fri August 25 2023 01:47 PM | ☑ | 2 |
| **Addendum_2_Paint_RFP 091323**<br>Tue August 1 2023 10:43 AM | ☑ | 1 |
| **Addendum_1_Paint_RFP 091323**<br>Thu July 27 2023 09:30 AM | ☑ | 1 |

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



**Solicitation Number: RFP #040924**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Herc Rentals Inc., 27500 Riverview Center Blvd., Bonita Springs, FL 34134 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier 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.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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.

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



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.

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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment 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 Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, 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.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. 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.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier 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:

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.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, 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 liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier's security resulting in, but not limited to, computer 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 Supplier 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, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

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

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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. § 60-1.3 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



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 hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234



T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

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

| Sourcewell | Herc Rentals Inc. |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Jason Oosterbeek 00739FDAF70D4EC... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Jason Oosterbeek |
| Title: Chief Procurement Officer | Title: Vice President |
| Date: 7/13/2024 \| 11:12 AM CDT | Date: 7/12/2024 \| 11:19 AM PDT |

Docusign Envelope ID: 5DCCB879-58E9-4A92-9E05-B2873FDC6234

# RFP 040924 - Rental Equipment, Products, and Related Services

## Vendor Details

| | |
|---|---|
| Company Name: | Herc Rentals Inc. |
| Does your company conduct business under any other name? If yes, please state: | Florida |
| Address: | 27500 Riverview Center Blvd<br>(Optional)<br>Bonita Springs, Florida 34134 |
| Contact: | Nina Aide |
| Email: | hercbids@hercrentals.com |
| Phone: | 239-301-1344 |
| Fax: | 239-301-1345 |
| HST#: | 136174127 |

## Submission Details

| | |
|---|---|
| Created On: | Tuesday March 19, 2024 13:00:47 |
| Submitted On: | Tuesday April 09, 2024 13:43:46 |
| Submitted By: | Nina Aide |
| Email: | hercbids@hercrentals.com |
| Transaction #: | 808067df-fb05-4ae1-8c03-6d18d2f10d0b |
| Submitter's IP Address: | 40.143.30.134 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Herc Rentals Inc. | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Cage Code - 1E3Q3<br>UEI - CEJGFN29N4L1 | * |
| 5 | Proposer Physical Address: | 27500 Riverview Center Blvd, Bonita Springs, FL 34134 | * |
| 6 | Proposer website address (or addresses): | www.hercrentals.com | * |
| 7 | 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): | Jason Oosterbeek, Vice President<br>27500 Riverview Center Blvd, Bonita Springs, FL 34134<br>Hercbids@hercrentals.com<br>239-301-1344 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Keith Looney<br>Director of Sales – Industrial Manufacturing & Government<br>P: 916-842-8312<br>Keith.Looney@hercrentals.com | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Traci Dobberstein<br>Region Manager Government Strategic Accounts, Herc Plus<br>22422 S. Alameda Street, Carson, CA 90810 USA<br>P 310-233-5010 \| C 714-612-8295<br>Traci.Dobberstein@hercRentals.com | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 10 | 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. | With almost 60years of equipment rental expertise, approximately 7,400 employees and approximately 400 company-operated locations primarily in the United States and Canada, Herc Rentals serves a broad range of customer markets, including large and small companies in construction; industrial customers such as large industrial manufacturing plants, refineries and petrochemical operations; and other customers such as governmental entities and government contractors, disaster recovery and remediation firms, infrastructure, railroads , utility operators, individual homeowners, entertainment production companies, agricultural producers, special event management and facility management firms.<br>A pioneer of the equipment rental industry, Herc Rentals continues to evolve and grow<br>through technological innovations, expanded product offerings and value-added services and consultative solutions to support its customers' projects. Our vision to be the supplier, employer and investment of choice in our industry frames everything we do:<br>- We strive to have the best and broadest selection of premium rental equipment available and ready when our customers need it, ensuring it performs as promised and providing unsurpassed customer service at every opportunity.<br>- We continuously seek to create a supportive, inclusive and collaborative work environment that offers excellent career opportunities, along with training and tools to enable our employees' success.<br>- And, with our Herc Holdings Inc. parent entity trading on the New York Stock Exchange as "HRI," we are focused on performing as a top-tier business — operationally and financially — and continuously earning investors' confidence in our team. | * |
| 11 | What are your company's expectations in the event of an award? | If Herc is awarded the contract, we expect to implement this agreement to support existing Sourcewell entities and gain new customers in the process. Executing our sales plan will be in two parts – utilizing our field sales team to meet with participating entities to promote Herc services. And leveraging the Sourcewell team's resources. As this will be our first Sourcewell contract, but not our first cooperative contract, we will educate our field teams on the agreement as well utilize key learnings from other cooperative implementations. | * |
| 12 | 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. | We have uploaded our latest Annual report in the supporting documents. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Herc is one of the largest equipment rental companies in the North American equipment rental industry, with an estimated 4% market share by revenue and 400 locations in 42 states in the United States and five provinces in Canada. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Herc is one of the largest equipment rental companies in the North American equipment rental industry, with an estimated 4% market share by revenue and 400 locations in 42 states in the United States and five provinces in Canada. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | N/A | * |
| 16 | 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.<br>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?<br>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? | Herc Rentals is a premier, full-service equipment rental company providing customers the equipment, services, and solutions they need to achieve optimal performance safely, efficiently, and effectively. With nearly 60 years of equipment rental expertise, approximately 7,400 employees and approximately 400 company-operated branches in the United States and Canada, Herc Rentals serves a vast array of customer markets. A pioneer of the equipment rental industry, Herc Rentals continues to evolve and grow through technological innovations, expanded product offerings, value-added services and consultative solutions to support customers' projects. | * |

| | | | |
|---|---|---|---|
| 17 | 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. | N/A | * |
| 18 | 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 * | |
|---|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Great Place to Work Certification (US and Canada)<br>Military Friendly Top 10 Employer – Gold Designation<br>Military Times Best for Vets Employers<br>Learning Elite Award for Learning and Development Excellence<br>Best and Brightest Companies to Work For - 2023<br>Ecovadis Silver Award - 2023<br>Member of Canadian Council for Aboriginal Business | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | We serve our infrastructure customers across a wide range of projects such as highways and bridges, sewer and waste, railroads and other transportation, utilities as well as all governmental spending. In 2023, Infrastructure and government represented approximately<br>16% of our equipment rental revenue.<br>2022 - 17%<br>2021 - 17% | * |
| 21 | What percentage of your sales are to the education sector in the past three years | The education sector has been a growing part of our government business with double digit growth in each of the past few years. | * |
| 22 | 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? | Herc Rentals has significant experience and expertise supporting the Government and Public Sector entities. In 2023, our Government sourcing team was awarded ~1300 bids producing over $13M in sales volume. In addition to our 25+ state contracts, Herc also holds multiple cooperative agreements in both the government and healthcare vertical. | * |
| 23 | 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? | Herc's currently holds GSA Contract 47QMCB19D000G. This contract is reflective of our equipment catalog that Herc is offering to Sourcewell. | * |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| References can be provided upon request to Sourcewell. | References can be provided upon request to Sourcewell. | References can be provided upon request to Sourcewell. | * |
| References can be provided upon request to Sourcewell. | References can be provided upon request to Sourcewell. | References can be provided upon request to Sourcewell. | * |
| References can be provided upon request to Sourcewell. | References can be provided upon request to Sourcewell. | References can be provided upon request to Sourcewell. | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** 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 | California - CA | Ongoing bare equipment rentals | N/A | 35M+ | * |
| Confidential | Government | New York - NY | Ongoing bare equipment rentals | N/A | 25M+ | * |
| Confidential | Government | Illinois - IL | Ongoing bare equipment rentals | N/A | 20M+ | * |
| Confidential | Government | California - CA | Ongoing bare equipment rentals | N/A | 15M+ | * |
| Confidential | Government | California - CA | Ongoing bare equipment rentals | N/A | 10M+ | * |

### 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 * | |
|---|---|---|---|
| 26 | Sales force. | Herc effectively supports and services the Government vertical through a specialized team working with the public sector. Led by our Director of Government Sales, Keith Looney, who has 30 years' experience with Herc Rentals. Our Government National Account Team comprises of (6) individuals supporting our (27) Government Sales Specialists. They in turn work with our 1,500+ sales/service team in the US and Canada to support Government clients. If awarded a Sourcewell contract, our team will implement this contract through developing relationships with related agencies and ensure the contracts is implemented as required; all terms and pricing properly loaded to each customer. We utilize a CRM to collaborate and communicate customer requirements. | * |
| 27 | Dealer network or other distribution methods. | Through fleet pooling Herc can move its equipment from branch to branch, market to market, or anywhere across the United States or Canada in support of this contract. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customer's needs in the event of an emergency or change in scope.<br>Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability. Deliveries are scheduled at the customer's request and, at times, are made outside of the standard hours. As well, Herc handles emergency, expedited, and last-minute orders – rearranging fleet, drivers, and additional resources to support the customer requirements.<br>Our fleet management approach for our partners includes an operating model focused on supplying rental ready fleet for the location by managing capacities and line balancing the technician output on each category. Our approach would include establishing expectations, needs and scope of the facility or job site, creating measurable goals, and time frames to meet these goals. | * |

| | | | |
|---|---|---|---|
| 28 | Service force. | Herc Rentals is committed to ensuring that each employee holds the certifications necessary to do each of their respective duties. This includes OSHA certification, specialize drivers licenses (where applicable) and operator certification. Our commitment to providing proper certification for our employees is magnified by our equipment to safety.<br>Herc Rentals requires an active commitment to, and accountability for, safety and safety compliance from all employees and its contractors. Herc Rentals operations management has the key leadership role in communicating, implementing, and ensuring conformance to safety and compliance policies and standards. At Herc Rentals, we are all committed to:<br>- Protecting, and striving for improvement of, the safety and health of our people at all times;<br>- Eliminating non-conformance to safety procedures and accidents;<br>- Meeting specified customer safety requirements and ensuring continuous customer satisfaction;<br>- Setting safety performance objectives, measuring results, assessing and continually improving processes and services through effective safety programs and processes;<br>- Planning for, effectively responding to and rapidly recovering from any emergency, crisis and business disruption;<br>- Appropriately communicating our safety policies, standards, programs and performance;<br>- Rewarding outstanding safety performance;<br>- Improving our performance on safety issues relevant to our internal and external stakeholders and on which we can have an impact;<br>- Complying with applicable legislation, regulations, and industry standards related to safety;<br>- Building a culture where “Stop Work” is understood as an individual obligation and company responsibility;<br>- Identifying and effectively managing of safety risks;<br>- Allocating appropriate resources to implement safety-oriented operational practices and procedures; and<br>- Making every day a “Perfect Day.”<br><br>The commitments expressed here are in addition to our basic obligation to comply with the Herc Rentals Mission, Vision, Values and Code of Conduct, as well as all applicable laws and regulations where we operate. This commitment is critical to our business success because it allows us to systematically minimize all losses and adds value for all our stakeholders. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | TO BE FOLLOWED BY CUSTOMER:<br>At the time of ordering, the following information will be required:<br>- Specify the name of your agency<br>- Location name (Location where equipment is to be used)<br>- Billing Address (first time customer only)<br>- Employee Name, Telephone # & Employee ID #<br>- Purchase Order Number<br>- Required Date and Return Date/Length of Rental<br>- Equipment Required and Specific Specs<br>- Specific Delivery Instructions<br>- Additional Requirements<br>Employee drivers’ license number on over-the-road vehicle rentals<br><br>TO BE FOLLOWED BY HERC:<br>When our customers call in an order, the following information is obtained:<br>- Confirm the customer name<br>- Validate the Billing Address<br>- Obtain the customers Release Number or Purchase Order Number<br>- Obtain the full name and telephone number from the person placing the order<br>- Identify specifically what equipment is required<br>- Get specific delivery instructions and ask for the approximate rental duration<br>- Advise our customers that they must call the branch upon termination of the rental and obtain a HERC release number<br>- Generate the rental agreement | * |

| | | | |
|---|---|---|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | We provide customers with access to our branch network, sales teams, and Government teams for equipment inquiries and orders. Our customer service program is designed around (6) pillars to exceed customer expectations:<br>1) Treat customers with urgency.<br>- Respond to customers promptly, answering all questions and confirm requirements<br>2) Fulfill customer confirmed requests.<br>- Complete all confirmed orders, using the proper account, ensuring the correct pricing, and PO number is utilized.<br>3) Delivery equipment on time<br>- Equipment is at the customers jobsite at the requested and confirmed time<br>4) Respond to equipment breakdowns promptly<br>- Our mobile technicians are on site quickly after being notified of the situation<br>5) Pickup equipment promptly<br>- After the customer requests equipment pickup, we respond quickly to remove the equipment from site.<br>6) Accurate billing<br>- The customer receives an accurate bill, correct charges and purchase order reference.<br><br>Our technology system "ProControl" provides customers with the ability to order equipment, release equipment, and log service tickets through the portal; 24/7 real time access to pending deliveries, on-rent statistics, equipment utilization reports. This provides total transparency to the business being conducted between the customer and Herc Rentals.<br><br>For major contracts, Herc utilizes a quarterly review program to measure and report out KPI metrics. The purpose of these meetings is to ensure Herc is exceeding Sourcewell's expectations and strive for continuous improvement. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Herc Rentals has a network of 400 North America locations for Sourcewell entities to utilize. From our core equipment, to our specialized services such as Power Generation, Climate Control, Pumping Solutions, and Industrial Tools, we are fully fleeted and staffed to support Sourcewell. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Sourcewell's participating entities will have access to Herc Rentals locations in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Herc will be unable to support Alaska in the US. In Canada, we will not be able to support Quebec, Newfoundland, Nova Scotia, PEI, New Brunswick, and Northwest Territories.<br><br>Our initial proposal also does not include Hawaii. However, if awarded a Sourcewell agreement, Herc would support an addendum to the initial agreement with separate Hawaii pricing and delivery terms. | * |
| 34 | 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? | Herc will be able to service all participating entity sectors of Sourcewell. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Herc Rentals does not currently service Alaska. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | 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. | Herc Rentals will work with Sourcewell to have a dedicated webpage on our corporate website outlining our partnership with Sourcewell and the advantages of enrolling into the program. Also, the Sourcwell logo will be displayed in the footer of our website to further promote our participation in the program. We will continue the development of co-branded marketing materials to be distributed by Sourcewell via email campaigns & our mirco-site. Herc Rentals would also like to produce co-branded materials that overviews our partnership with Sourcewell and advantages to the government agencies. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Herc Rentals engages with our customers through a multiple channel strategy -- from our website and our ProControl platform, our mobile application, our social media presence such as LinkedIn, Instagram, to our direct web marketing campaigns. | * |
| 38 | 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's role is to promote Herc Rentals through their portal, with member agencies, and other customer facing opportunities. Herc will collaborate with the Sourcewell team to promote the contract through our multiple sales channels. These changes include our National Strategic Government Sales Managers, our Government Account Representatives, and local Account Representatives. | * |
| 39 | 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. | Herc's technology system "ProControl" offers an e-Commerce platform capable of providing customers with the ability to view Herc's equipment catalog. From there, customers can reserve equipment, log service tickets during equipment breakdowns, and release the equipment right from the portal. Herc offers a desktop and mobile platform. In addition, our system provides real time access to pending deliveries, what equipment is on-rent, budget spend, PO management, and equipment utilization. Government/Education customers utilize all aspects of our program as described above and leverage our system to manage their equipment spends. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 40 | Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | At Herc Rentals, we have the equipment safety training where and when you need it. We have a wide range of high quality operator safety training classes. Our classroom and hands-on training sessions help meet your training requirements while preparing each operator to get the job done right.<br><br>Equipment Safe Operation Training for Customers:<br>Herc Rentals provides Equipment Safe Operation Training to our customers using our qualified instructors for the following equipment we rent. All courses include hands on practical training and<br>evaluation. Upon successful course completion, you will be issued a wallet card and certificate.<br><br>Operator Certification Courses:<br>- Aerial (Scissor, Boom, Manually Propelled AWP)<br>- Forklift Class I, IV, V<br>- Dust Control<br>- Variable Reach & Straight Mast Forklift Class VII<br>- Review course Content<br>- Review Course Objectives<br><br>Train-The-Trainer:<br>- Aerial<br>- Dust Control<br>- Forklift<br><br>Training Courses Include:<br>- Formal instruction (e.g., lecture, discussion, written material, and manufacturer's videos)<br>- Practical training (demonstrations and exercises performed by the trainee)<br>- Evaluation of the operator's performance in the workplace (in collaboration with customer)<br><br>Content Reviewed in Courses:<br>- Equipment Related Topics<br>- Workplace Related Topics<br>- Requirements of relevant Standards (OSHA/Provincial/ANSI/CSA)<br><br>Herc also provides custom built training programs based around our ProControl system that are available upon request. | * |
| 41 | Describe any technological advances that your proposed products or services offer. | Herc's ProControl is a best-in-class fleet management platform which will allows our customer's stakeholders to review equipment on rent, overdue rentals and equipment about to come off rent. Additionally, financial summaries, like payment history, paid invoices, and open sales orders are available for review. ProControl's web-based platform is also designed to give our customers 24/7 unlimited access to their rental and owned fleet. ProControl integrates intrinsically safe OEM and after-market telematics solutions which can be quickly and easily installed on nearly every asset. ProControl seamlessly, unifies and simplifies fleet and financial information, that are traditionally disparate and allowing increased visibility into financial summaries, quickly identifying and locating specific assets, track their utilization, monitor engine performance and fuel (in full digital engines). | * |

| | | | |
|---|---|---|---|
| 42 | 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. | At Herc Rentals, we engage our operations and business teams to minimize energy and water consumption and employ sound waste disposal practices. In doing so, we not only commit to our own environmentally sound practices, we also inherently strive to reduce our impact on the surrounding communities. As we gain confidence in measuring our internal operations’ impact on Scope 1 and Scope 2 greenhouse gas emissions, we are further capturing data that reflects our external operations both the upstream and downstream as well as customer usage (Scope 3 GHG emissions).<br><br>We recently endorsed many of the United Nations’ Sustainable Development Goals. The SDG goals will help us direct our efforts to align with global participation in taking the right actions for a sustainable future.<br><br>Our Commitments<br>- Handle, store, and dispose of substances that are defined as hazardous material in compliance with local, state, and federal regulations.<br>- Reduce, reuse, and recycle our waste products when applicable. Company goal to reduce intensity of non-hazardous landfilled waste by 25% from 2019 baseline by 2030<br>- Continue to monitor hazardous waste activity to ensure recycling and incineration are utilized over landfill disposals.<br>- Minimize water consumption and ensure safe treatment within our branches by incorporating innovative design of wastewater treatment systems.<br>- Minimize energy consumption by employing energy reducing initiatives.<br>- Company goal to reduce Scope 1 and Scope 2 greenhouse gas emissions intensity by 25% from our 2019 baseline by 2030.<br>- Update lighting and HVAC with lower energy consuming sources when applicable or expired.<br>- Negotiate utility sources for most renewable source available when applicable, which includes solar power generation at Herc Rentals facilities when feasible.<br>- Conduct regular training for employees working with petroleum storage tanks.<br>- Develop and maintain appropriate emergency and spill response programs. Reduce environmental impact by utilizing low impact products where possible.<br>- Monitor the environmental impact of our business practices and review our progress on a continual basis.<br>- Promote environmental stewardship and best management practices to our customers, vendors, and employees.<br>- Continuously improve our Environmental Management System (EMS) | * |
| 43 | 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. | Herc received a Silver Award from Ecovadis in 2023. Please refer to the attached Corporate Citizenship Report for more information. | * |
| 44 | 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. | While Herc does not qualify for any MWBE, SBE, or VOB certifications, Herc will work in conjunction with any Public Agency to identify MWBE’s that have the ability to be good partners and execute the services required to meet customer expectations. We have built a small business program that will enable those qualified small business partners to be competitive and sustaining. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Herc Rentals is the most experienced equipment rental company in the industry – over 60 years in business. We have been recognized as great company to be a part of. This makes us uniquely positioned to support our customers through our best-in-class customer service and technology. We are large enough to support a major contract such as Sourcewell, as well, localized and nimble enough to ensure our customers receive the highest quality service possible. Safety is at the forefront of our business and is a core value for everything we do. We offer a full suite of KPI reporting for major contracts to ensure total transparency while focusing on process improvements. Through fleet pooling Herc moves equipment from branch to branch, market to market, or anywhere across North America to support customers. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customers’ needs in the event of an emergency or change in scope. Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability.<br><br>Lastly, Herc's ProControl technology fleet management platform, as described above, provides our customers real time 24/7 access to their rental activity -- equipment on rent, overdue rentals and equipment due to come off rent. Financial summaries, PO Tracking and Utilization data, plus much more. Customers value the ability to manage their equipment spends through our platform. | * |

## Table 9A: Warranty

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. We do however provide full warranty support of our equipment. We would be the contact with the respective manufacturer concerning the warranty repairs. Herc performs warranty repairs and is then reimbursed by the manufacturer. Rates are cost inclusive of preventive maintenance and warranty support of the equipment.<br><br>Herc does provide a service guarantee that equipment is in good working condition upon delivery. If during the rental period, the equipment requires repair or replacement, Herc will repair or replace at Herc's cost -- provided the repair or replacement is not due to customer fault or damage, misuse or abuse -- as governed by Herc rental agreement. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Herc's implementation of a maintenance program for all equipment includes indicating the type of maintenance required for each piece of equipment and the frequency in accordance with the manufacturer's recommendations. Each piece of equipment is given an "inspection sticker".<br><br>HERC's automated service schedule prompts HERC to maintenance the equipment every 90 days, 2000 miles or 200 hours of service, whichever comes first.<br>This service is provided on site and is completed in approximately one hour.<br><br>TRACKING:<br><br>"Preventive Maintenance Inspection Form" - completed by a Herc mechanic each time maintenance is performed.<br><br>"Safety Damage Sheet" - completed upon delivery/return of a piece of equipment, with a copy given to our clients and one kept by Herc.<br><br>Our clients operators are responsible for, and will be trained to perform, an operator inspection, prior to daily use including:<br>Checking all fluid levels (any excessive loss or shortage of fluid should be reported to Herc immediately)<br>Checking pressures and condition of tires, battery fluid, charge levels, and daily grease of all fittings<br><br>Preventive Maintenance is done to ensure the equipment is maintained in good operating order. Proper personnel and parts/supplies will be provided to support this program. All of our branches have the capability to perform mobile maintenance functions through mobile service vehicles and factory-trained mechanics.<br><br>CHECK-IN TAG PROCEDURE<br>As part of standard Branch procedure, upon pickup or return of equipment, a Check-In Tag procedure is implemented to ensure proper service / repairs are made to the equipment. This identifies units on the yard needing service and also those available to rent<br><br>Upon return or pickup:<br>Back of yellow tag is filled out.<br>If in the process of performing service a problem is discovered, the red tag is completed which states the equipment requires service. Yellow tag is removed.<br>Equipment repairs are completed. Red tag is removed.<br>Green tag is completed, equipment is rental ready. Green tag is removed upon delivery.<br><br>MAINTENANCE AND REPAIRS<br><br>CLIENTS<br>"A" Service (Daily/Weekly) - Generally performed after 8-10 hours of operation. Service consists of checking fluid levels, lubrication, and visual inspection to ensure proper operation. This service is performed by our | * |

| | | | |
|---|---|---|---|
| | | clients while on rent, and must be performed by Herc maintenance personnel when equipment is returned.<br><br>Herc<br>“B” Service (Quarterly) - Performed every 200 hours or 6000 miles. Service consists of inspecting safety related equipment, fluids, changing engine oil and filters, tuning engine and performing an operational check while under load. Hydraulic oil is cleaned, filters replaced, pressure flow checks performed and disassembly of some parts.<br>In the event of operator negligence or damage to the unit, Herc will repair the equipment and charge our clients.<br><br>TIRE SERVICES<br>Tire repairs or replacement, outside of normal wear and tear, will be charged to our clients.<br><br>Replacement<br>Part of Herc pre/post rental inspection includes tire inspection. If abnormal/excessive tire wear, cuts or slashes exist, tires will be replaced.<br>Over-The Road Vehicles<br>As mandated by the state (hours of use, miles, % of tread wear)<br>or<br>Insufficient thread depth, cuts, slashes or abnormalities<br>In-Plant Equipment<br>Manufacturer recommendations<br>or<br>Insufficient thread depth, cuts, slashes or abnormalities | |
| 48 | Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs? | As stated above, Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment.<br><br>If a repair is required, the work is completed at Herc cost (including technicians' travel time and mileage) - provided that the repair is not due to customer fault or damage, misuse or abuse -- as governed by Herc's Rental Agreement. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | For rentals -- all branches have certified technicians available to conduct equipment repairs. As stated in previous section, Herc will be unable to support Alaska in the US. In Canada, we will not be able to support Quebec, Newfoundland, Nova Scotia, PEI, New Brunswick, and Northwest Territories. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. We do however provide full warranty support of our equipment. We would be the contact with the respective manufacturer concerning the warranty repairs. Herc performs warranty repairs and is then reimbursed by the manufacturer. Rates are cost inclusive of preventive maintenance and warranty support of the equipment. | * |
| 51 | What are your proposed exchange and return programs and policies? | For Rental service calls, Herc initially sends a technician to the customer's site to perform the necessary repairs. If for some reason, the technician is unable to perform the repair in the field, Herc will send out a replacement piece of equipment to exchange for the previous piece of equipment. | * |
| 52 | Describe any service contract options for the items included in your proposal. | Herc is not offering service contracts at this time. | * |

### Table 9B: 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 * | |
|---|---|---|---|
| 53 | Describe any performance standards or guarantees that apply to your services | Response Time for equipment that is down is normally within a few hours. A representative will call our customer regarding the service need, assess the problem and respond accordingly. Since service needs are subjective to the degree of service needed, if equipment could not be repaired within a reasonable time frame, a replacement unit of equal or greater capacity would be provided. | * |
| 54 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Rental Volume Reports – Reports showing total units on rent, total volume, total market basket/contract rentals, total non-market basket/contract rentals.<br><br>Asset Utilization – Summary and detail level showing percentage of day's units are used versus days rented – detailed by equipment category by month. Key categories of underutilized equipment will be highlighted providing opportunities for cost savings by taking off rent low use equipment.<br><br>Third Party Supplied vs Herc supplied equipment – Summary of total number of units rented in a month versus number of units obtained from third parties (re-rents). Report shows Herc's ability to fill rentals with Herc owned equipment.<br><br>Accounts Payable – A monthly review of monies outstanding by age bucket. By monitoring this report, both companies can work to minimize man-hours needed to process older invoices.<br><br>Invoice Efficiency Percentage – A monthly review of invoices measured against the number of credit memos processed.<br><br>Overdue Rentals – This report identifies the total number for rentals that are beyond their stated estimated return date, allowing the customer to review if units need to continue to remain on rent. Regular management of the overdue report will ensure additional rental costs are avoided.<br><br>Preventative Maintenance Efficiency Percentage – Summary of repair statistics, service calls compared to the number of transactions. Calculation of failures – first day and 48 hours. | * |

### Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 55 | Describe your payment terms and accepted payment methods. | Herc is proposing that standard payment terms for this contract be Net 30 days, which is an advantage over the company standard of Net 15 days. | * |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | Herc is not offering leasing or financing options. | * |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Sample rental agreement attached. | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes Herc accepts P-card procurement with no additional charges. | * |

### 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 described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Herc Rentals offers a national discounted price structure per item off our standard book pricing. The customer is able to leverage our Day/Week/Month pricing based on the rental term. Herc optimal pricing model fluctuates in the customer's benefit depending on the rental duration. For example, if the original requested rental duration is one day and the rental extends to five days, Herc will honor the discounted week pricing vs. charging five daily rates.<br><br>Example:<br>Contract rates for unit are: $68/day, $170/week, and $425/month<br><br>Example 1 - Customer rents a unit for 3 days. 3 days can be also considered 1 week, so Rentalman will consider both scenarios: 3*68=$204 or 1*170=$170. Since the weekly rate is less than the daily rate for three days ($204 for 3 days vs. $170 for week), the customer will be charged the weekly rate of $170.<br><br>Example 2 - Customer rents a unit for 8 days. Rentalman views this as 1 weekly rental plus 2 additional days. The customer would be charged 1*170+2*68 = $306.<br><br>Example 3 - Customer rents an air compressor for 13 days. Since 13 days can either be one month or 2 weeks plus 1 day, Rentalman will consider the following: (2*170)+1*68=$408 or 1*425. Since $408 for the 2 weeks plus one day is lower than the one-month rental rate, therefore the customer will be charged that amount | * |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The discount of our proposed price structure fluctuates by item and based on the published rates for the market. Herc is offering firm rates across the country to allow for Sourcewell members to take advantage of these discounts opposed to their local discounted rate. | * |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | Herc Rentals proposed pricing takes into account volume discounts and major contract equipment spends. | * |
| 62 | 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. | As per our standardized procedure, Herc will handle nonstandard equipment requests through the local markets and sales teams. This allows Herc to support Sourcewell closest to the request. As a part of our regular review and KPI process, if there is a particular item not included in the pricing with large transaction volumes, we will propose adding this item to the contract. If Sourcewell members ask Herc to supply equipment not available or not in scope, Herc will utilize a 3rd party company and proposes a 24% re-rent markup on total invoice cost. | * |

| | | | |
|---|---|---|---|
| 63 | Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Please refer to Pricing & Terms document for more information. Additional charges include:<br><br>The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental)<br><br>Multiple Shift rates for generators and other powered equipment may be charged on top of the standard rental rate. Single shift usage is based on an eight hours per day, 40 hours per week and 160 hours per a four-week period. Hours in of one shift will be charged at 1.5x for double shift and 2x for triple shift.<br><br>Refueling charges will be applied to any equipment not returned with a full tank of fuel. The customer will be charged the posted fuel rate on the date of the return. Please note the refueling charge per gallon is not a sale of fuel but is the per gallon charge for fuel, labor, and other fees.<br><br>Tire Repairs: Repair or replacement of tires on equipment is the customer responsibility and is not included in the rental rate.<br><br>Environmental Fees<br><br>Fuel Surcharge<br><br>Delivery Surcharge<br><br>Optional RPP<br><br>Damage Repair: for equipment damaged – the customer will be charged the branch's posted SHOP LABOR RATE (Fluctuates by market). PARTS MARKUP 20%. OUTSIDE (3rd party) LABOR – 20% on cost<br><br>Government/Local Fee and Surcharges<br>Herc is required to charge special fees in certain circumstances based on geographic requirements. For example some states have special fees which are required to be charged to the customer. These fluctuate based on area. Herc pass throughs these fees with no markup. | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | U.S. Mainland location Standard Delivery during normal working hours: $175 each way within 30 miles of the delivered Herc branch. Beyond 30 miles, Herc will charge $175 flat rate + $4 per mile after the original 30 miles.<br><br>After Hours: Additional call out fee to be quoted at the time of rental<br><br>Oversize / Permit Loads: for certain categories of equipment which require special permitting or oversize load requirements, Herc will quote the additional cost at the time of the rental.<br><br>Third Party Trucking: If agreed to by both parties ahead of the rental, Herc may be required to utilize a third party trucking company for delivery for an additional fee. These charges will be quoted and agreed to prior to the rental commencing. | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Canada --<br><br>Offshore rentals to be excluded under Sourcewell contract agreement. Herc will handle and quote off shore requests on a case-by-case basis. Each request may be subject to a separate rate, delivery, and terms structure.<br><br>Our Initial proposal does not include Hawaii. If awarded a Sourcewell agreement, we would support an addendum to the initial agreement with separate Hawaii pricing and delivery terms. | * |

| | | | |
|---|---|---|---|
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Along with our 400 branch network, Herc has the ability to move its fleet through its fleet pooling. Each branch can draw upon the neighboring branch, region, or division-wide fleet pool to satisfy our customers needs. Neighboring branches or regions can view inventories and existing reservations improving equipment forecasting and equipment availability. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 67 | d. other than what the Proposer typically offers (please describe). | Herc is providing a discounted pricing structure off published pricing. The proposal is similar to other proposals we offer in this space but cannot be defined as the same. It is unique to the opportunity presented. |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 68 | 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Herc's networked rental management system allows Sourcewell member agreed upon pricing to be hard coded against all subsidiary accounts. This ensures 100% billing accuracy as it relates to pricing. Members will receive the agreed upon rates and terms for rentals at all applicable Herc locations. | * |
| 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. | Monthly Rental Volume (vs. Prior Year Spends)<br>a) Total contract spend<br>b) Regional spend<br>c) Top 25 Sourcewell entities<br>d) Top Growing entities<br>e) Top Declining entities<br>f) Top rental items<br><br>Sales Team Engagement<br><br>Customer Use of Herc Technology system | * |
| 70 | 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.) | 1% of rental volume for Sourcewell identified entities utilizing the Sourcewell contract agreement for transactions. | * |

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 71 | Describe the rent-to-buy option for new rental equipment if applicable. | Herc does not offer rent to buy options. | |
| 72 | Describe your used rental equipment sales program if applicable. | Used equipment sales are a great option for customers looking to purchase a piece of equipment, but would prefer to not pay for a new piece of equipment. Through Herc our customers benefit from a vast, nationwide used equipment inventory. At almost any time, if a customer is looking for a used piece of equipment and it's carried by Herc, a quote can be generated. From Herc, customers will be buying equipment that has been maintained by Herc's trained and certified technicians at or above manufacturer's specifications. | |
| 73 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Please see Herc's equipment rate sheet encompassing our equipment catalog. | * |
| 74 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Herc supplies equipment rental solutions through our broad catalog of equipment, including Aerial, Power Generation, Material Handling, Earth Moving, Air Quality Control, Pumps and Small tools. | * |

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

| Line Item | Category Selection * | |
|---|---|---|
| 75 | Category 1: Rental Equipment, Products and Related Services | * |

## Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

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.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 76 | Earth Moving Equipment | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | * |
| 77 | Aerial Equipment | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 78 | Compaction Equipment | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 79 | Industrial | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | * |
| 80 | Roadway | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 81 | Concrete Equipment | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 82 | Landscape Equipment | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 83 | Trailers | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 84 | Lighting Equipment | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 85 | Barricades | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 86 | Signs | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 87 | Batteries or Charging Equipment | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 88 | Generators | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 89 | Wash Stations | (•) Yes ( ) No | Please refer to Herc's rate sheet for our full offering. | |
| 90 | Portable Restrooms | ( ) Yes (•) No | Please refer to Herc's rate sheet for our full offering. | |
| 91 | Temporary Shelters | ( ) Yes (•) No | | |
| 92 | Used Rental Equipment Sales | (•) Yes ( ) No | Used Rental Equipment Sales are available at https://used.hercrentals.com/ | |

## Table 16: Depth and Breadth - Public Works and Public Utility Equipment

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.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 93 | Sewer Vac & Hydro or Air Excavators | ◉ Yes<br>○ No | Please refer to Herc's rate sheet for our full offering. |
| 94 | Street Maintenance & Cleaning Equipment | ◉ Yes<br>○ No | Please refer to Herc's rate sheet for our full offering. |
| 95 | Bucket Trucks | ◉ Yes<br>○ No | Please refer to Herc's rate sheet for our full offering. |
| 96 | Diggers | ○ Yes<br>◉ No | |
| 97 | Roll-Off Trucks | ○ Yes<br>◉ No | |
| 98 | Refuse Trucks | ◉ Yes<br>○ No | Please refer to Herc's rate sheet for our full offering. |
| 99 | Waste & Debris Handling Equipment | ◉ Yes<br>○ No | Please refer to Herc's rate sheet for our full offering. |

## Table 17: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 100.** **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ◉ Yes<br>○ No |

### 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.”

- Pricing - 2023 Terms and Conditions US Commercial ( RA ).pdf - Tuesday April 09, 2024 12:45:22
- Financial Strength and Stability - 2023 Canada Terms and Conditions.pdf - Tuesday April 09, 2024 12:45:32
- Marketing Plan/Samples - 2024 10K.pdf - Tuesday April 09, 2024 12:46:07
- WMBE/MBE/SBE or Related Certificates - Sustainability Fact Sheet_1.24.24.pdf - Tuesday April 09, 2024 12:47:04
- Warranty Information - Sourcewell Pricing & Terms - Herc Rentals.xlsx - Tuesday April 09, 2024 13:38:06
- Standard Transaction Document Samples - rental-solutions-guide--herc-rentals (8).pdf - Tuesday April 09, 2024 13:42:22
- Requested Exceptions  (optional)
- Upload Additional Document  (optional)

## Addenda, Terms and Conditions

### 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:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

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

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government 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. - Jason Oosterbeek, Vice President, Herc Rentals Inc.

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_4_Rental_Equipment_RFP 040924**<br>Wed March 13 2024 04:42 PM | ☑ | 3 |
| **Addendum_3_Rental_Equipment_RFP 040924**<br>Wed February 28 2024 09:59 AM | ☑ | 1 |
| **Addendum_2_Rental_Equipment_RFP 040924**<br>Wed February 21 2024 03:00 PM | ☑ | 1 |
| **Addendum_1_Rental_Equipment_RFP 040924**<br>Tue February 20 2024 04:03 PM | ☑ | 1 |

CITY OF TUCSON

# Contract No. 240078 - 01

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

**Vendor:** W.W. Grainger, Inc.

## Table of Contents


1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
2. City's Intent to Negotiate/BAFO Request
3. Vendor's Response to RFP No. 240078
4. RFP No. 240078
5. Insurance

CITY OF TUCSON

# 1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
(520) 837-4137
Matthew.Sage@tucsonaz.gov

August 14, 2024 Sent this day via email: Ken.White@grainger.com

Ken White
National Government Sales Manager
Grainger
100 Grainger Parkway
Lake Forest, IL 33544-7925

**RE: City of Tucson RFP No. 240078, Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Letter of Concurrence**

Dear Mr. White:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in the document, Grainger must specify such in a written response to this request.

The following contract modifications/clarifications have been accepted and agreed to by the City of Grainger:

1. **Best and Final Pricing**:
   Pricing shall be as per the attached Price Page submitted by Grainger on May 31, 2024.

2. **City of Tucson and OMNIA Partners Negotiated Terms and Conditions:**
   The agreed upon Terms and Conditions for the City of Tucson and OMNIA Partners is attached to this letter.

3. **Order of Precedence.**:
   The order of precedence for documents shall be delineated in the following order:
   1) Letter of Concurrence
   2) Negotiated Terms and Conditions, Revised August 14, 2024
   3) Best and Final Price Page submitted by Grainger on May 31, 2024
   4) Grainger's response to City's Intent to Negotiate/Best and Final Offer (BAFO)
   5) City's Intent to Negotiate/BAFO Request
   6) Grainger's response to City's Request for Proposal (RFP) No. 240078
   7) RFP No. 240078

This Letter of Concurrence is not an intent to award a contract and does not establish a contractual relationship between the firm and the City.

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
(520) 837-4137
Matthew.Sage@tucsonaz.gov

Please signify your concurrence by signing this document and returning to my attention via e-mail at Matthew.Sage@tucsonaz.gov on or before **Thursday, August 15, 2024**, **at 5:00 p.m.** local Arizona time. If you have any questions regarding this letter, please contact me via e-mail or via my direct phone at (520) 837-4137.

**Concurrence by W.W. Grainger, Inc.:**

Ken White 8/15/2024
Authorized Signature Date

Ken White
Printed Name

**Concurrence by City of Tucson:**

Matthew Sage 8/16/24
Authorized Signature Date

Matthew Sage
Printed Name

Sincerely,

Matthew Sage

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager

Attachments: City of Tucson and OMNIA Partners Negotiated Terms and Conditions, Revised August 14, 2024, Price Page submitted by Grainger on May 31, 2024.

# CITY OF TUCSON CONTRACT

**Negotiated Terms and Conditions, Revised August 14, 2024**

# C. SCOPE OF WORK

## C.1.A.7 – WARRANTY

Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects for no less than one (1) year from the date the equipment is delivered or if installation is required, installed. In all instances, the Warranty period will begin no later than thirty (30) days following delivery of equipment or as otherwise mutually agreed upon. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to specified specifications. Please see Grainger's City of Tucson technical response, Section 3. Services., iii., 8th Para. for additional Grainger Warranty Terms and Conditions.

## C.1.B.3 – DEFECTIVE PRODUCT

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re- shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification or a mutually agreed upon timeframe.

## C.1.B.4 – PRICING

Market Basket product Prices and category contract discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve- month period following contract award. Where applicable, Contract pricing shall be determined by applying Offerors discounts to Offeror's Contract Reference Price ("CRP"), i.e., contract catalog list price, at time of purchase.

# G. SPECIAL TERMS AND CONDITIONS

## G.2 – FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination. Standard ground freight shipments paid by Contractor on all catalog product orders to the delivery location designated. All other freight charges imposed by freight carrier related to shipment of oversize, special handling, expedited or hazmat product(s) are paid by City/Member. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City/Member will assist the Contractor in arranging for inspection.

## G.3 – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications". Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

## G.4 – PRICE ADJUSTMENT

At least 60 (sixty) days before the end of the Contract first year and every subsequent Contract anniversary, Contractor may submit to the Contract Officer a request for price adjustments to Contractor's Market Basket offering. Based on documented increased Contractor costs, and the City may, at its discretion, make price adjustments, which will take effect on the Contract anniversary date and shall apply during the course of the subsequent Contract year. extension term. If Contract price adjustments are not approved, Contractor may, at its sole discretion, remove product from its Contract Market Basket offering.

# I. STANDARD TERMS AND CONDITIONS

## I.20 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all third-party allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or to the extent arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

## I.30 – FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results

to City. The audit must be performed by a qualified, independent accounting firm or equally as qualified Contractor internal audit resources and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City once Contractor is afforded a reasonable amount of time to validate City audit findings. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

# OMNIA PARTNERS AGREEMENT

## *PPA ATTACHMENT F – EXHIBIT A*

## SUBSECTION 1.4., AWARD BASIS., 2ND PARAGRAPH

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed expiration or termination of the Master Agreement . Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, provided the purchase order was accepted by the Supplier prior to expiration or termination of the Master Agreement.

## SUBSECTION 1.5., OBJECTIVES OF COOPERATIVE PROGRAM

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;

## SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.1., CORPORATE COMMITTMENT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategyies for Public Agencies, (3) the Master Agreement will be promoted as one of Supplier's "go to market" strategies to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and…

## SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.2, PRICING COMMITMENT

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Participating Public Agencies, absent Participating Agency pricing, discounts and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

## SECTION 2.0., REPRESENTATIONS AND COVENANTS, SUBSECTION 2.3., SALES COMMITMENT

Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., A.i., MARKETING AND SALES

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategies for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as one of the public sector go-to-market strategies within first 10 days…

## SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., C., MARKETING AND SALES

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.

## SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., E.ii., MARKETING AND SALES

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

ii. Pricing, discounts, and incentives tailored to meet Participating Public Agency customer MRO product and related service needs.

## SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., J. MARKETING AND SALES

State the amount of Supplier's Public Agency sales for the previous fiscal year and percent of total prior year sale.

## SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., L., MARKETING AND SALES

Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one

$ .00 in year two

$ .00 in year three

Supplier does not guarantee minimum Contract Sales, but affirms it will perform in accordance with terms and conditions while promoting this Contract as one of its "go to market" strategies to Public Agencies, including existing customers.

## SECTION 3.0., SUPPLIER RESPONSE, SUBSECTION 3.3., M., MARKETING AND SALES

Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

# *PPA ATTACHMENT F – EXHIBIT C*

## MASTER INTERGOVERNMENTAL COOP PURCHASING AGREEMENT, EXAMPLE; EXHIBIT C, SUBSECTION 8

The Procuring Party shall now use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

# *PPA ATTACHMENT F – EXHIBIT F*

## EXHIBIT F., TO WHOM IT MAY CONCERN

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement. This form should be completed and returned.

## EXHIBIT F., SIGNATURE BLOCK

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

## EXHIBIT F., SIGNATURE BLOCK FOLLOWING SUBSECTION 10. CLEAN WATER STATE REVOLVING FUNDS

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this, provided, Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

## FTA TERMS AND CONDITIONS.PDF., PAGE 55-57/63

Certifications. Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

CITY OF TUCSON

# 2. City's Intent to Negotiate/BAFO Request

# LETTER OF INTENT TO NEGOTIATE

May 22, 2024 Sent this day via email: Ken.White@grainger.com

Ken White
National Government Sales Manager
Grainger
100 Grainger Parkway
Lake Forest, IL 33544-7925

**RE: City of Tucson RFP #240078; Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment, and Materials – Intent to Negotiate**

Dear Mr. White:
The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. The City accepts the following terms and conditions from your Proposal / Letter of Clarification and Exception:
    a. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.3 Defective Product.
    b. Request for Proposal, Section C., Scope of Work, Subsection C.1.B.4 Pricing.
    c. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.3, Federal Transit Administration (FTA) Requirements.
    d. Request for Proposal, Section G., Special Terms and Conditions, Subsection G.4, Price Adjustment.
2. At this time, the City requests additional clarification and justification on the following exceptions, at this time, the City has not accepted the following:
    a. Request for Proposal, Section C., Scope of Work, Subsection C.1.A.7. Warranty.
    b. Request for Proposal, Section G., Scope of Work, Subsection G.2., FOB Destination Freight Prepaid.
    c. Request for Proposal, Section I, Special Terms and Conditions, Subsection I.20., Indemnification.
    d. Request for Proposal, Section I., Special Terms and Conditions, Subsection I.30.E., Financial Records and Audits.
3. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit A – Response for National Cooperative Contract.
4. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit B – Administration Agreement, Example
5. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F –

# LETTER OF INTENT TO NEGOTIATE

Exhibit C – Master Intergovernmental Coop Purchasing Agreement, Example

6. The City will defer to Omnia Partners for Exceptions related to the PPA Attachment F – Exhibit F – Federal Funds Certifications
7. The City requests a Best and Final response to the Pricing. Please complete the attached Price Page.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Matthew.Sage@tucsonaz.gov onor before May 31, 2024, at 4:00 p.m. Please contact me via e-mail or at (520) 837-4081 with questions regarding the items above.

Sincerely,

Matthew Sage

Matthew Sage, NIGP-CPP, CPPB
Procurement Manager
Business Services Department

Cc: Omnia Partners

Attachments: Three (3)
Grainger Exceptions
Exceptions Matrix
Best and Final Price Proposal

CITY OF TUCSON

# 3. Vendor's Response to RFP 240078

# City of Tucson

## Maintenance Repair & Operations (MRO) Supplies, Parts, Equipment & Materials

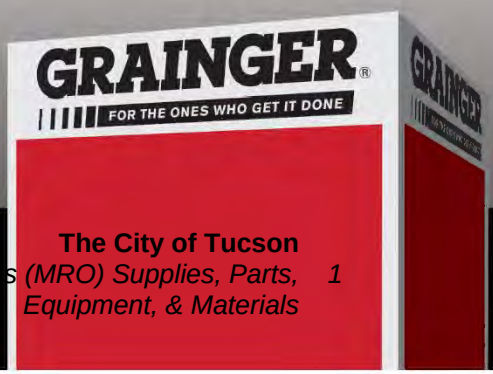
*Supplies and Solutions for Every Industry®*

## REQUEST FOR PROPOSAL #240078

**SUBMITTED BY:**

Ken White
National Government Sales Manager
W.W. Grainger, Inc.
Ken.White@grainger.com
720-988-7669

March 28, 2024




GRAINGER.COM® | 1.800.GRAINGER

# CITY OF TUCSON

REQUEST FOR PROPOSAL

240078

MAINTENANCE REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, AND MATERIALS

Due Date: Thursday, March 28, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/62080

PUBLISH DATE: February 7, 2024

Attachments:
A - OFFER_AND_ACCEPTANCE_RFP
E - RFP 240078_Attachment E_OMNIA_Final
G - FTA TERMS AND CONDITIONS
H - 240078, Attachment H, Price Page

# A. NOTICE

## A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240078

TITLE: Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

SUBMITTAL DUE DATE: Thursday, March 28, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, February 20, 2024

TIME: 10:00 am LOCAL AZ TIME

LOCATION: MICROSOFT TEAMS VIRTUAL MEETING

Meeting ID: 245 258 888 266
Passcode: S5V3ke

**Or call in (audio only)**
+1 213-293-2303,,535442474# United States, Los Angeles
Phone Conference ID: 535 442 474#

QUESTIONS SHALL BE DIRECTED TO: Matthew Sage
(520) 837-4081
matthew.sage@tucsonaz.gov

Posted Date: Wednesday, February 7, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

# B. INTRODUCTION

## B.1. Summary

The City of Tucson is requesting proposals from qualified and experienced firms to provide **MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES**. The City of Tucson requires a contractor who provides a diverse and extensive supply of MRO products and services for delivery to various locations in the Tucson metropolitan area and for pickup at local storefronts.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials and related services.

## B.2. Contact Information

**Matthew Sage**
Procurement Manager
Email: matthew.sage@tucsonaz.gov
Phone: (520) 837-4081
**Department:**
Business Services

## B.3. Timeline

| | |
|---|---|
| **Release Project Date** | February 7, 2024 |
| **Pre-Proposal Meeting (Mandatory)** | February 20, 2024, 10:00amhttps://teams.microsoft.com/l/meetup-join/19%3ameeting_ODc2OWYzYmQtZGIyNi00YWY2LTljMjYtYTMyZWY1NjhhYjA2%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%221dce1b86-387e-4e62-b197-798ed1fc7c55%22%7d |
| **Question Submission Deadline** | March 7, 2024, 4:00pm |
| **Proposal Submission Deadline** | March 28, 2024, 2:00pm |

# C. SCOPE OF WORK

## C.1. General Requirements

A. **GENERAL REQUIREMENTS**

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:
   a. Have a strong national presence in the MRO supply industry.
   b. Have a distribution model capable of delivering products nationwide.
   c. Have a demonstrated sales presence.
   d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
   e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
2. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. The Contractor should be able to provide a usage report by department. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, item description, quantity sold, and total spend by department, division, ordering entity, etc.
3. **EQUIPMENT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
4. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. To be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
5. **DELIVERY**: For City of Tucson purchases, MRO supplies shall be delivered to various City of Tucson stores locations and non-stores locations. All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m., Arizona Standard Time.
6. **CATALOGS:** Within 10 days after contract award, Contractor must submit complete price lists and catalogs of their product line in hard copy or on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists. An accessible public website that contains a downloadable catalog and price list or an interactive web catalog and price list maybe provided in lieu of the above hard copy requirement.
7. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also

guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

B. **PRODUCT REQUIREMENTS:**

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.
   a. **Motors and Power Transmission-** General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.
   b. **Electrical Supplies –** Distribution, controls, wire, cable, voice & data and supplies.
   c. **Lighting –** Lamps, ballasts, fixtures, task lighting, flashlights and batteries.
   d. **Tools –** Hand, power, outdoor and automotive tools and tool storage.
   e. **Measuring Tools & Test Instruments –** Calipers, gauges, inspection, micrometers and multimeters.
   f. **Pneumatic –** Pneumatic tools and system components, air compressors and hydraulics.
   g. **Machining and Cutting Tools –** Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.
   h. **Material Handling, Storage and Packaging –** Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.
   i. **Welding –** Welding equipment and supplies.
   j. **Fasteners and Adhesives –** Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.
   k. **Lubricants, Sealants and Paint -** Grease, oil, penetrates sealants, caulk and paint.
   l. **Safety and Security Supplies –** Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.
   m. **Cleaning Equipment and Supplies –** Chemicals, equipment, restroom, paper, waste containers, cleaning.
   n. **HVAC Supplies –** Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.
   o. **Pumps and Plumbing –** Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.
   p. **Emergency Preparedness –** Sandbags, first-aid supplies, disaster recovery products etc.
   **q. Other Categories**
2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing

purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
4. **PRICING:** Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor offer Participating Public Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
6. **COMPLETE PRODUCT OFFERING/BALANCE OF LINE**: Each Contractor awarded an item under this solicitation may offer their complete product and service offering/balance of line.

C. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include, but are not limited to, the following.

1. **Sourcing:**
   a. from non-catalog suppliers,
   b. of line card extensions of catalog suppliers,
   c. for custom products, and
   d. or OEM repair parts and accessories.
2. **Software Punch Out:** The capability of your electronic ordering system to interface with an agencies inventory software system.
3. **Installation, Repair, Maintenance and Turn-Key Solutions and Services:** The ability to provide installation, repair, maintenance and turn-key solutions and services through Contractors business units, authorized manufacturer's facilities or other avenues.
4. **Inventory Solutions:** Provide inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines.
5. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
6. **Green/Sustainability Program:**

a. Policies: Efforts and policies pertaining to green and sustainability.
b. Products: Impact on product offerings.
c. Distribution: Impact in distribution.
d. Recycling of Lamps: The ability to recycle lighting and electronic products.
e. Lighting and Energy Audits: The ability to perform lighting and energy audits.
f. Certifications: The industry recognized certifications and standards obtained.

7. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
8. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
9. **Consulting Services:** Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.
10. **Other Services:** Other value-add services not included in above categories.

## C.2. National Cooperative Contract - OMNIA Partners

The City of Tucson, AZ, as the Principal Procurement Agency, defined in **ATTACHMENT E**, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on **ATTACHMENT E**, or as otherwise agreed to. **ATTACHMENT E** contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the

Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents **(ATTACHMENT E).**

Although the scope of work reflects the needs and requirements of the City of Tucson, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive product line nationally. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The City of Tucson anticipates spending approximately $4 million over the full potential Master Agreement term for MRO Supplies and Related Services. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of MRO Supplies and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately $250 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

# D. INSTRUCTIONS TO OFFERORS

## D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

**City:**The City of Tucson, Arizona

**Contract:**The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

**Contractor/Consultant:**A Successful Offeror that enters into a Contract with the City.

**Contract Representative:**The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

**Business Services Director:**The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**May not:**The indicated party is prohibited from taking the action.

**Must:** The action or condition is required.

**Offer:**Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

**Offeror:** Each individual or entity that submits an Offer in response to this solicitation.

**Successful Offeror**: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

**Will:**The indicated party is promising to take the action or abide by the condition.

## D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

## D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

## D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at https://procurement.opengov.com/portalucson-az and follow the City of Tucson will receive email notifications of solicitation addenda.

## D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

## D.6. PREPARATION OF OFFER

A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

## D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

## D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

## D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

## D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

## D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

## D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://procurement.opengov.com/portalucson-az.

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

## D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

## D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

## D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

## D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://procurement.opengov.com/portalucson-az.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

# E. OFFER EVALUATION AND CONTRACT AWARD

## E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

## E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

## E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

## E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

## E.5. PRICE

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

## E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

## E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

## E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

## E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

## E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at https://procurement.opengov.com/portalucson-az/contracts

## E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

## Contents: Evaluation Criteria


**Executive Summary** ..... **3**

**1. Method of Approach** ..... **6**

a. Method of Approach ..... 6

1. Product ..... 6
2. Services ..... 15
3. Ordering & Invoices ..... 34
4. Other/Value Add ..... 40

**2. Price Proposal** ..... **43**

A. Price Proposal ..... 43

**3. Qualifications & Experience** ..... **47**

A. Qualifications and Experience ..... 47

1. Company History ..... 47
2. 3-Year Annual Sales ..... 47
3. Experience and National Presence ..... 47
4. Total Number & Locations of Salespersons ..... 48
5. Number & Location of Support Centers ..... 49
6. Team Member Qualifications ..... 49
7. Key Personnel ..... 50
8. Experience & References ..... 50
9. Additional Information ..... 51

**Appendix** ..... **54**



**CONFIDENTIALITY**

Information contained in this proposal is owned by W.W. Grainger, Inc.(“Grainger”). Sections redacted are Confidential and Proprietary, Trade Secret protected . The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger’s proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Members without the prior written consent of Grainger.


This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and following notice to the City of Tucson / OMNIA Partners, Grainger reserves the right to revise proposal prices.

## Executive Summary

March 28, 2024

Mr. Matthew Sage
Procurement Manager
City of Tucson
Business Services Department
Shared Services Procurement Division
255 W, Alameda, 6th Floor
Tucson, AZ 85701

Re: Response of W.W. Grainger, Inc. to Request for Proposal 240078, Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

Dear Mr. Sage:

On behalf of W.W. Grainger, Inc.'s (Grainger), we value the opportunity to provide our response to Request for Proposal (RFP) 240078 addressing Maintenance, Repair, and Operations (MRO) Supplies, Parts, Equipment and Materials. Over the past thirteen years, we have been privileged to partner with the City of Tucson, OMNIA Partners, and OMNIA Members in helping keep citizens and employees safe and facilities well-maintained.

**Global Overview**

Founded in 1927, Grainger is North America's largest MRO distributor. We are a leading broad line distributor of Maintenance, Repair, and Operating products and services determined to Keep the World Working® through innovative technology solutions and deep customer relationships.

In 2023, our go-to-market models allow us to serve the varying needs of our diverse customer base as we generated $16.5B in total company revenue. We achieved this by serving more than 4.5M active customers, with more than 26K team members, over 30M products offered globally, and with 34 total distribution centers in our entire network.

**Grainger's Work with the City of Tucson and OMNIA Partners**

[redacted] continuing trend is growth in local government participation. Of particular note, the City of Fort Worth and the Denver Housing Authority are Members who joined City of Tucson OMNIA Partners during the agreement's term.

Grainger leverages its deep Government knowledge to curate offers that represent the most critical products, services, and data analytics to anticipate the needs of your agencies. From the planned preventive maintenance programs within Public Works, to the unexpected consequences of natural disasters, Grainger's technical expertise, product breath, and supply chain resiliency will support your comprehensive needs.

Grainger is also prepared to support the business continuity and integrity of the City's infrastructure, data, and procurement processes. Our investments in ethics and compliance training, cybersecurity, and contract life-cycle management make Grainger the best choice to meet the evolving business challenges facing MRO acquisition.

**Global Scale with Localized Support**

In North America, we have nearly 2M available products that we bring to market with approximately 4K sales representatives that we couple with digital solutions, to drive deep customer relationships. We offer both digital and physical channels to service customers based on a wide range of preferences.

- **Digital Channels:** Our Grainger.com website is the 11th largest eRetail site in North America and offers curated product information and search. We also offer integrated software for customers with a more complex procurement processes. And when inventory management is a need, we offer our full suite of solutions that include, Customer Managed Inventory (CMI), Vendor Managed Inventory (VMI), Vending Machines, On-Site Branches/Stores, and Consignment.
- **Physical Channels:** For those customers who need to call or stop by and talk with a product expert, we offer Phone and Branch/Store service channels. Our team members offer strong technical knowledge across a wide range of product categories and are always ready to serve MRO customers in need.

Our industry leading fulfillment capabilities across North America, further set up apart from the competition and can be thought of in two ways:

- **Direct-To-Customer:** 14 distribution centers and our KeepStock Inventory Management solutions bring products to our customers.
- **Physical Pickup:** we offer 250 branches/stores when customers need same day will call service; each branch/store is outfitted with thousands of items, curated to meet local market needs and serve as hundreds of mini distribution centers to further serve customers.

When customers are looking for a partner that reliably delivers during their time of need, they often choose Grainger. Whether it is a large, complex customer like the Federal Government, in need of a multi-channel, end-to-end MRO partner, or relatively smaller, less complex customer like a local fire department looking for a one-stop, online platform, Grainger earns the repeat trust of customers for two key reasons:

- **Our reputation for best- in- class customer experience:** we have what MRO customers need, we make it easy to find, we get it to customers fast and accurately, and we make it easy to receive, pay, and if necessary, return or exchange.
- **Our reputation for offering tangible value:** we aim to know our customer's business, simplify the procurement and purchasing process, deliver and document tangible cost savings, and help customers reduce tying up cash and space in on-hand inventory.

**Pricing and Incentives**

We are confident that Grainger's pricing and incentive offer for the City of Tucson/OMNIA Partners is not only broad and competitive, but also is value-added and innovative. It covers all MRO categories nationwide and offers a variety of options to suit Member needs. Our offer includes extensive availability of exact match market basket items, functional alternatives, and Grainger's full catalog including services, all at competitive prices. Members can also benefit from an incentive program that drives contract adoption and financial benefit across their entire organization.

[redacted]

[redacted]

Grainger's pricing and incentive offer to all other contract Members is comprehensive as well. Our offer features market leading value to include competitive pricing, an expanded category discount program, and an incentive program for City of Tucson/OMNIA Partner members. We believe this differentiated investment towards **all** OMNIA partners coupled with the unique and additional incentives for the City of Tucson will provide the most meaningful solution to optimize our growth together.

We have crafted our offer with the aim of retaining existing Members and attracting new ones. Our offer features competitive pricing, an expanded category discount program, and an innovative incentive program for City of Tucson/OMNIA Partners. [redacted]

Grainger's aim is always to promote a balance of fairness on both sides and to provide the most valuable contract to the participating members and to drive unparalleled value. If there are other means we may provide incentives to the City of Tucson in addition to those presented, we are committed to further discussions.

***

Our work supporting the City of Tucson and OMNIA Partners is the highest of priorities. Grainger will continue to serve to understand the mission and challenges of each City of Tucson Departments and Agencies and replicate that commitment across all OMNIA Members.

Thank you for considering our proposal.

Respectfully,

Ken White

Ken White
National Government Sales Manager
W.W. Grainger, Inc.
Ken.White@grainger.com
720.988.7669

***

Grainger has a long and proud history of supporting OMNIA Partners, the lead agency of the City of Tucson and all its corresponding contract members to keep people safe and facilities well maintained. We are honored and privileged to continue to support these values. These numbers illustrate our commitment.

***

[redacted]

# 1. Method of Approach

## a. Method of Approach

1. Provide A Response to The National Program

a. Include a detailed response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Grainger has completed a response to Attachment F, Exhibit A

b. The successful offeror will be required to sign Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Grainger has reviewed Attachment F, Exhibit B, OMNIA Partners Administration Agreement. Proposed exceptions have been provided.

c. The successful offeror will be required to fill out Exhibit F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

Grainger has completed Attachment F – Federal Funds Certification and Exhibit G – New Jersey Business Compliance as part of the response.

d. Describe and provide an example of any additional agreements that may be required for Participating Public Agencies.

Please see Section 3 Services for new participating public agency affiliation guidance.

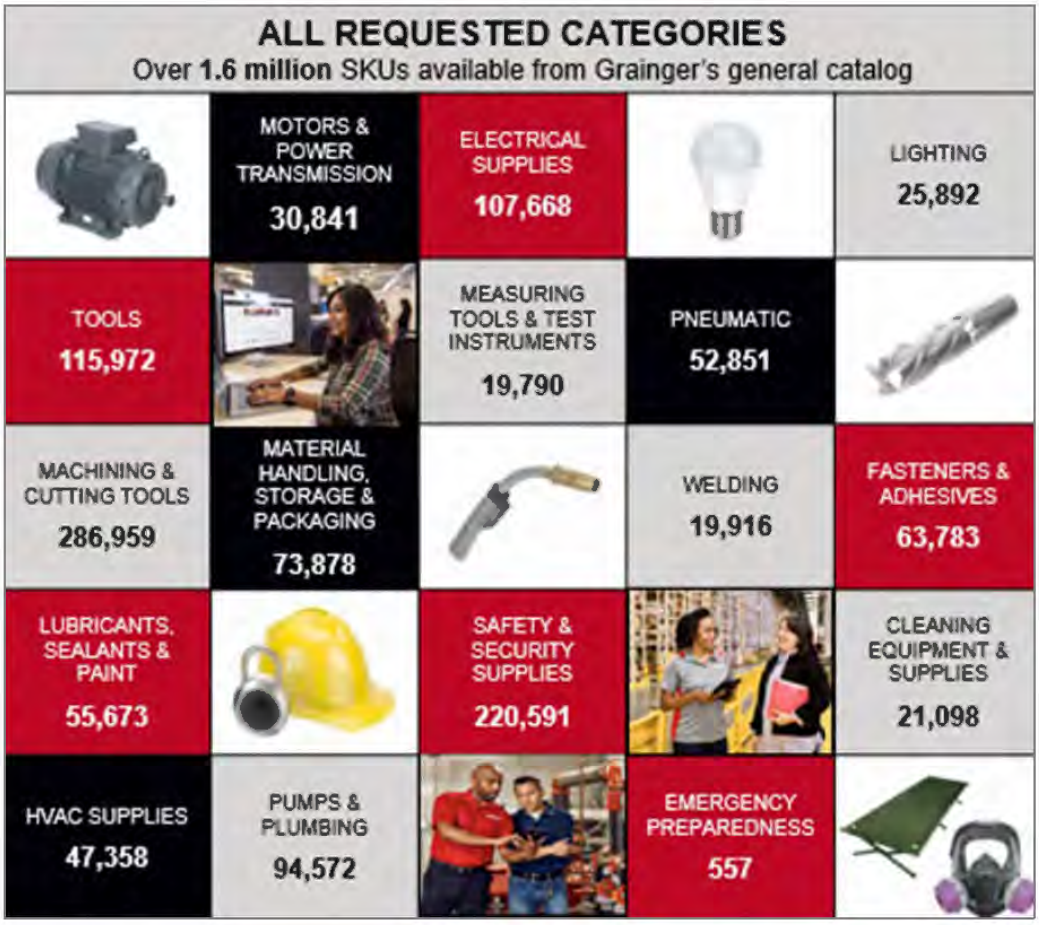
### 1. PRODUCT

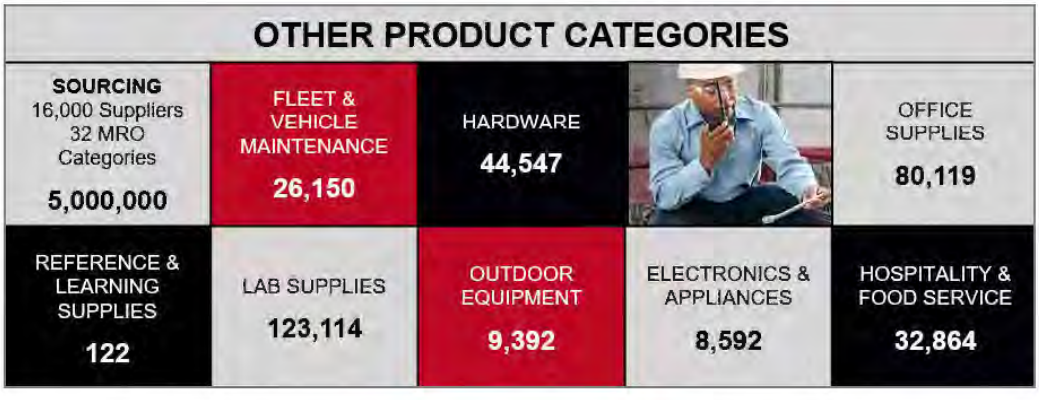
a. Provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. Offerors shall provide the proposed product lines that will meet the Product Requirements of this solicitation. Offerors shall identify and describe their MRO categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

i. Identification and description of product categories offered

Grainger's strategy is to distribute the broadest line of MRO products and service categories that assist small, medium, and large commercial, government and institutional customers. Our customers see us as a single solution with more than 1.6 million commercial off-the-shelf (COTS) products and services across more than 32 categories. We are authorized by more than 4,500 large and small businesses in the US to distribute their products.

The Table below presents Grainger's categories and the number of SKUs responding to those categories referenced in the RFP Scope of Work, Product Requirements at RFP, page 7. Additional categories are also provided. This presentation is based on Grainger's category hierarchy and subcategory description. Note that some Grainger categories overlap with those enumerated in the RFP.




ii. Identification and description of subcategories

Based on Grainger's category hierarchy and subcategory description, presented in the chart below are subcategories for each required category listed in the RFP. Note that the k*ey subcategories listed are representative and not inclusive of the*

*entire available subcategories.*

iii. Identification and description of manufacturers within each sub-category

Grainger has **over 5,000 manufacturers and suppliers,** noted below across our categories,

**REQUESTED Products**

**The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.**

| Category | | Key Sub-Categories | | Key Manufacturers | |
|---|---|---|---|---|---|
| | **Motors & Power Transmission**<br>25 Subcategories<br>~ 81 Manufacturers | - General<br>- Definite Purpose<br>- HVAC Motors<br>- Gear Motors<br>- Bearings | - V-Belts & Accessories<br>- Sheaves & Pulleys<br>- Shaft Couplings, Collars & Universal Joints<br>- Power Transmission Belts<br>- Speed Controls | - Contitech, Inc.<br>- Dayton<br>- SKF<br>- TB Woods<br>- Century | - Titan<br>- WEG<br>- Trane<br>- Baldor Electric<br>- Marathon Motors |
| | **Electrical Supplies**<br>35 Subcategories<br>~ 240 Mfr. / Suppliers | - Distribution<br>- Controls<br>- Wire<br>- Cable<br>- Voice & Data Supplies | - Switches<br>- Starters & Contactors<br>- Fuses, Relays, Plugs, & Receptacles<br>- Wire Management & Connectors<br>- Extension Cords & Outlet Strips | - Buyers Products<br>- Bussman<br>- Hubbell<br>- Power First<br>- Panduit | - Square D<br>- GE<br>- Schneider<br>- Southwire<br>- Raco |
| | **Lighting**<br>17 Subcategories<br>~ 108 Manufacturers | - Lamps<br>- Ballasts<br>- Fixtures<br>- Task Lighting<br>- Flashlights & Batteries | - Lighting Controls & Control Systems<br>- Bulb & Lamp Recycling<br>- Emergency Lighting & Exit Signs<br>- Indoor LED Light Fixtures<br>- Job Site Lighting | - Current powered by GE<br>- Philips<br>- Streamlight<br>- Lithonia Lighting<br>- Advance | - Lutron<br>- Southwire<br>- Procell<br>- Maxlite<br>- Energizer |
| | **Tools**<br>50 Subcategories<br>~ 286 Manufacturers | - Hand Tools<br>- Power Tools<br>- Outdoor Tools<br>- Automotive Tools<br>- Tool Storage | - Hammers & Striking Tools<br>- Plumbing Tools<br>- Demolition Tools & Equipmemt<br>- Finishing Tools<br>- Electrical Tools | - Proto<br>- Westward<br>- Milwaukee<br>- Channellock<br>- Rigid | - DeWALT<br>- Greenlee<br>- Makita<br>- Porter Cable<br>- ECHO |
| | **Measuring Tools & Test Instruments**<br>28 Subcategories<br>~ 150 Manufacturers | - Calipers<br>- Gauges<br>- Inspection<br>- Micrometers<br>- Multimeters | - Pressure & Vacuum Measuring<br>- Electrical Power Testing<br>- Temperature & Humidity Measuring<br>- Nonelectrical Properties Testing<br>- Data Recording | - Stanley<br>- Westward<br>- Starrett<br>- Klein Tools<br>- Mitutoyo | - Ashcroft<br>- Fluke<br>- FLIR<br>- Extech<br>- Triplett |
| | **Pneumatics**<br>13 Subcategories<br>~ 117 Manufacturers | - Pneumatic Tool & System Components<br>- Air Compressors<br>- Hydraulics<br>- Pneumatic Hose Fittings & Couplings<br>- Compressed Air Treatment | - Hydraulic Hose Fittings & Couplings<br>- Hydraulic Filtration<br>- Hydraulic Valves<br>- Hydraulic Hoses<br>- Distribution Equipment | - Dyna-Con<br>- Speedaire<br>- Bostitch<br>- Ingersoll Rand<br>- Chicago Pneumatic | - Parker<br>- Aeroquip<br>- Enerpac<br>- Greenlee |
| | **Machining & Cutting Tools**<br>69 Subcategories<br>~ 170 Manufacturers | - Drill Bits<br>- Taps & Dies<br>- Blades<br>- Counterbores & Countersinks<br>- Abrasives | - Threading<br>- Milling<br>- Sanding Disks & Kits<br>- Cut-Off & Grinding Wheels<br>- Sanding Belts & Kits | - Chicago-Latrobe<br>- CLE-Line<br>- Cleveland<br>- Widia<br>- Greenlee | - Dykem<br>- Irwin<br>- Dewalt<br>- Norton<br>- 3M |
| | **Material Handling, Storage & Packaging**<br>62 Subcategories<br>~430 Manufacturers | - Ladders<br>- Hoists<br>- Shelving<br>- Strorage<br>- Furniture | - Packaging<br>- Casters<br>- Carts & Trucks<br>- Drums<br>- Pallet Jacks | - Werner<br>- Cotterman<br>- Bil-Jax<br>- Albion<br>- Shepherd Caster | - Husky<br>- Tennesco<br>- Eagle<br>- Rubbermaid<br>- Metro |
| | **Welding**<br>24 Subcategories<br>~ 70 Manufacturers | - Welding Equipment & Supplies<br>- Filler Metals<br>- Welding Safety Equipment<br>- Soldering<br>- TIG Welding & Accessories | - MIG Welding & Accessories<br>- Welding Supplies<br>- Plasma Cutting & Accessories<br>- Welding Cables Grounds & Accessories<br>- Welding Chemicals | - Victor<br>- Bernzomatic<br>- Turbotorch<br>- Westward<br>- Lincoln | - Miller<br>- Lincoln<br>- Harris<br>- Weller<br>- Continental |
| | **Fasteners & Adhesives**<br>26 Subcategories<br>~103 Manufacturers | - Nuts, bolts, washers, screws<br>- Hooks, flat stock<br>- Raw Materials (Metal, Rubber, Plastic)<br>- Glue & Cement | - Tapes<br>- Threadlockers<br>- Adhesives & Glue<br>- Concrete, Asphalt & Masonry<br>- Dispensing Guns | - Tamper-Pruf Screw<br>- Foreverbolt<br>- Disc-Lock<br>- Loctite<br>- Anti-Seize Technology | - 3M<br>- DAP<br>- J-B Weld<br>- Titebond<br>- Sakrete |

## REQUESTED Products continued

**The sub-categories & key manufacturers listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.**

| | | | | | |
|---|---|---|---|---|---|
| | **Lubricants, Sealants & Paint**<br>25 Subcategories<br>~148 Manufacturers | - Grease<br>- Oil<br>- Penetrates Sealants<br>- Caulk<br>- Paint | - Lubricants<br>- Oilers, Reservoirs & Sprayers<br>- Grease Feeders & Precision Metering Pumps<br>- Stains & Equipment<br>- Paint Booths, Paint Sprayers & Tools | - DAP<br>- GE<br>- Dow Corning<br>- CRC<br>- LPS | - Armstrong<br>- Rusto-Oleum<br>- Krylon<br>- LDI Industries<br>- Westward |
| | **Safety & Security Supplies**<br>59 Subcategories<br>~ 450 Mfr. / Suppliers | - Spill Containment & Storage<br>- Fire Protection<br>- Personnel Protection Equipment (PPE): Eye, foot, workwear, hearing, hand, head & respiratory<br>- Instrumentation | - Signs, labels, tags & security<br>- Door & Window Security<br>- Alarms & Warnings<br>- Video Surveillance<br>- Access Barriers & Crowd Control | - Tough Guy<br>- National Guard<br>- Condor<br>- Ironclad<br>- New PIG<br>- Rubbermaid | - Dunlop<br>- Talon Trax<br>- Brady<br>- Tapco<br>- Carhartt<br>- Eagle |
| | **Cleaning Equipment & Supplies**<br>17 Subcategories<br>~ 300 Manufacturers | - Chemicals<br>- Equipment<br>- Restroom<br>- Paper<br>- Waste Containers | - Cleaning<br>- Odor Control<br>- Janitorial Carts & Supply Holders<br>- Trash Bags<br>- Waste Containers | - Diversey<br>- Tough Guy<br>- 3M<br>- Dayton<br>- Sanitaire | - Rubbermaid<br>- Georgia Pacific<br>- Kimberly Clark<br>- Zep<br>- Lysol |
| | **HVAC Supplies**<br>27 Subcategories<br>~ 270 Manufacturers | - Controls<br>- Heaters<br>- Air Conditioning<br>- Air Treatment<br>- Fans | - Ventilators<br>- Blowers<br>- Central Equipment<br>- Air Filters<br>- HVAC Controls & Thermostats | - Air Handler<br>- Johnson Controls<br>- Dayton<br>- Nu Calgon<br>- Honeywell | - Siemens<br>- RobertShaw<br>- Friedrich<br>- Movincool<br>- Air King |
| | **Pumps & Plumbing**<br>60 Subcategories<br>~ 320 Manufacturers | - Submersible, Centrifugal, Water System & Displacement Pumps<br>- Pipe, Valves, Heaters, Coolers, Filtration & Faucets<br>- Pipe Fittings & Couplings<br>- Pipe & Tubing | - Tube Fittings<br>- Toilets, Urinals, & Repair Parts<br>- Faucets, Hose Bibs, & Hydrants<br>- Shut-Off Valves<br>- Drum Pumps<br>- Sump, Effluent & Sewage Pumps | - Parker<br>- Zurn<br>- Sloan<br>- Viega Propress<br>- American Standard | - Chicago Faucets<br>- Zoeller<br>- Little Giant<br>- Bell & Gossett<br>- Little Giant |
| | **Emergency Preparedness**<br>26 Subcategories<br>~ 59 Manufacturers | - Sand Bags<br>- First Aid Supplies<br>- Diaster Recovery Products<br>- Emergency Water & Food Rations<br>- Decontamination Shower | - Incident Command & Triage Supplies<br>- Emergency Response Cots & Beds<br>- Earthquake Safety Devices<br>- Off-Grid Energy Equipment & Accessories<br>- Emergency Lightstick | - Quick Dam<br>- Quakehold<br>- Chemlight by Cyalume Technologies<br>- Pig<br>- Aquasafe | - Snaplight (Cyalume Technologies)<br>- Disaster Management Systems<br>- Ready America<br>- Mayday<br>- AbilityOne |

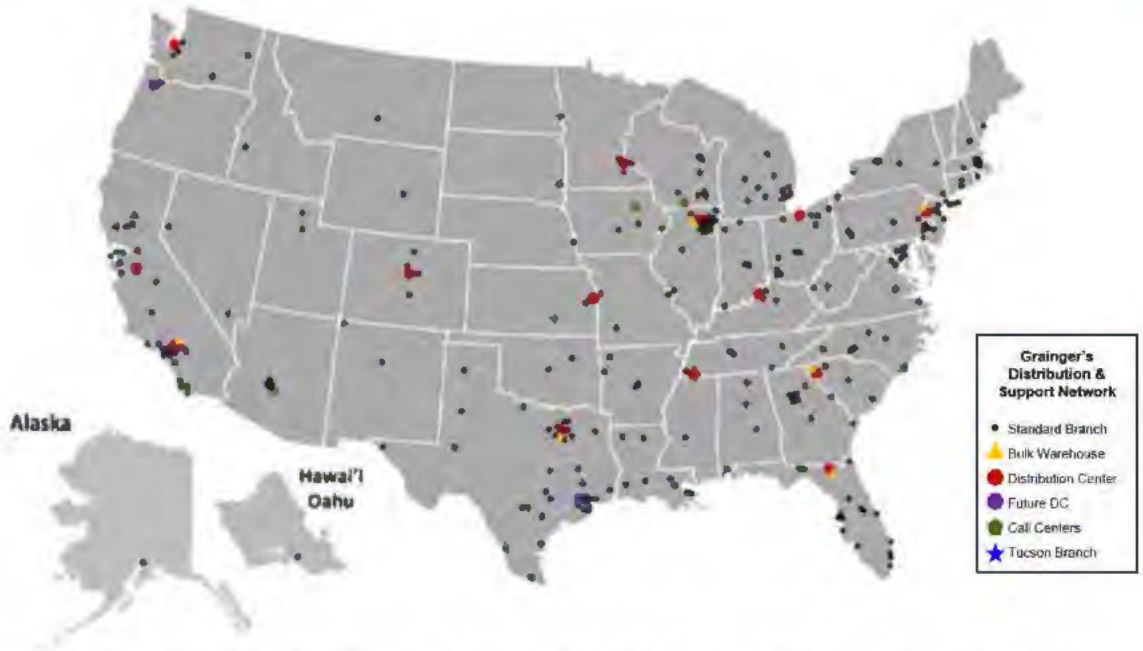
| OTHER Product Categories | | | | | |
|---|---|---|---|---|---|
| | Sourcing | Non-Grainger catalog products & services | | In 2023, Grainger engaged 16,000 sourcing suppliers to satisfy customer needs and provides access to over five million additional products to Members. | |
| | Fleet & Vehicle Maintenance<br>19 Subcategories<br>~ 300 Manufacturers | - Tire & Wheel<br>- Automotive Electrical<br>- Automotive Maintenance Tools<br>- Automotive Chemicals<br>- Automotive Towing | - Automotive Exterior<br>- Automotive Mechanical<br>- Vehicle Lighting<br>- Automotive Cleaning/Appearance<br>- Automotive Interior | - Westward<br>- Buyers Products<br>- Perfect Equipment<br>- Ecco<br>- Grote | - Baldwin Filters<br>- Funnel King<br>- Reese<br>- Quickcable<br>- Noco |
| | Hardware<br>18 Subcategories<br>~ 120 Manufacturers | - Door Hardware<br>- Hardware Supplies<br>- O-Rings & O-Ring Kits<br>- Latches, Hasps, & Hinges<br>- Door Locks & Deadbolts | - Magnets & Magnetic Strips<br>- Window Hardware<br>- Electromagnetic Locking Systems<br>- Braces & Brackets<br>- Springs | - National Guard<br>- Rockwood<br>- Lucky Line Products<br>- Norton Door Controls<br>- ICN | - Pemko<br>- Velcro Brand<br>- Mag-Mate<br>- Stanley<br>- Kaba Ilco |
| | Office Supplies<br>23 Subcategories<br>~ 180 Manufacturers | - Boards & Easels<br>- Writing & Correction<br>- Computer Supplies & Media<br>- Office Paper & Notebooks<br>- Office Organizers | - Flags, Flag Poles & Accessories<br>- Binders & Clipboards<br>- Calendars & Planners<br>- Document Covers, Displays & Frames<br>- Laminating & Binding Equipment | - Magna Visual<br>- Quartet<br>- Sharpie<br>- Ability One<br>- Logitech | - Post-It<br>- Nylglo<br>- Avery<br>- At-A-Glance<br>- C-Line |
| | Lab Supplies<br>24 Subcategories<br>~ 200 Manufacturers | - Labware & Lab Chemicals<br>- Water Testing Equipment & Meters<br>- Lab Consumables<br>- Lab Ovens, Heating & Refrigeration | - Lab Utensils<br>- Lab Instruments<br>- Lab Storage & Transport<br>- Particle Sizing<br>- Lab Equipment | - Lab Safety Supply<br>- Dynalon<br>- Extech<br>- Thermo Scientific<br>- Labchem | - RICCA Chemical<br>- Spectrum<br>- Lamotte<br>- American Biotech Supply<br>- Advancetech |
| | Outdoor Equipment<br>23 Subcategories<br>~220 Manufacturers | - Insect & Pest Control<br>- Pressure Washers & Accessories<br>- Garden Hoses & Sprinkler Systems<br>- Shovels, Tampers & Digging Tools | - Sprayers & Spreaders<br>- Cutting & Pruning Tools<br>- Snow & Ice Removal<br>- Power Brushes, Yard Vacuums & Leaf Blowers<br>- Rakes & Cultivating Tools<br>- Fencing & Fencing Hardware | - Catchmaster<br>- Tomcat<br>- Continental<br>- MI-T-M<br>- Dayton | - Westward<br>- Tough Guy<br>- Rain Bird<br>- ECHO<br>- Ariens |
| | Electronics & Appliances<br>5 Subcategories<br>~ 100 Manufacturers | - Two-way Radios & Accessories<br>- Communications<br>- Electronic Communication Equipment<br>- Intercoms & Speakers<br>- Batteries & Battery Chargers | - Audio Equipment<br>- Video Equipment<br>- Data Entry Devices & Accessories<br>- Ovens, Refrigerators, Ice Machines<br>- Food Processesors, Garbage Disposals & Hardware | - Motorola<br>- Midland<br>- Nite Ize<br>- Peerless<br>- RCA | - Speco Technologies<br>- Frigidaire<br>- Royal<br>- IN-SINK-ERATOR<br>- ICE-O-MATIC |
| | Hospitality & Food Service<br>30 Subcategories<br>~ 139 Manufacturers | - Food Service Disposables & Dispensers<br>- Food Service Cookware & Preparation<br>- Food Service Snack Foods & Condiments<br>- Bed, Bath & Table Linens | - Food Processing<br>- Food Service Storage & Transport<br>- Hospitality Uniforms & Workwear<br>- Food Service Apparel<br>- Guest Room Amenities | - Vollrath<br>- Crestware<br>- Cambro<br>- Fashion Seal<br>- Glowear by Ergodyne | - R & R Textiles<br>- Iceberg<br>- Dixie<br>- Martex<br>- Glaro |
| | Reference & Learning Supplies<br>5 Subcategories<br>11 Manufacturers | - Classroom Supplies<br>- Books & Book Supplies | | - Tape Logic<br>- Label Master | |

b. What is the total number of products offered in your catalog? Are all catalog products stocked in your distribution warehouses?

Grainger's catalog offers more than 1.6 million MRO products. On-hand inventory, valued at $2.3 B across 32 MRO categories and is maintained through Grainger's US owned network of 14 distribution centers (DCs) with a total of 16.5 million square feet in size, 250 branch location, each with approximately $1 million in inventory, and 6 bulk warehouses for products such as generators, water heaters and other large items. Grainger is expanding its distribution and delivery capability with two new facilities in Gresham, OR and Houston, TX., scheduled to open in 2025 and 2026, respectively.

While not all products are stocked within the network, Grainger analytical planning tools position and deliver products centered on a just-in time delivery model. Grainger same day shipping encompasses 99% of in-stock items. Grainger's meaningful relationships with national and regional transportation carriers are critical to this capability.

Our advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each Member. This analytical approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a Member's location, and the fastest means of delivery.

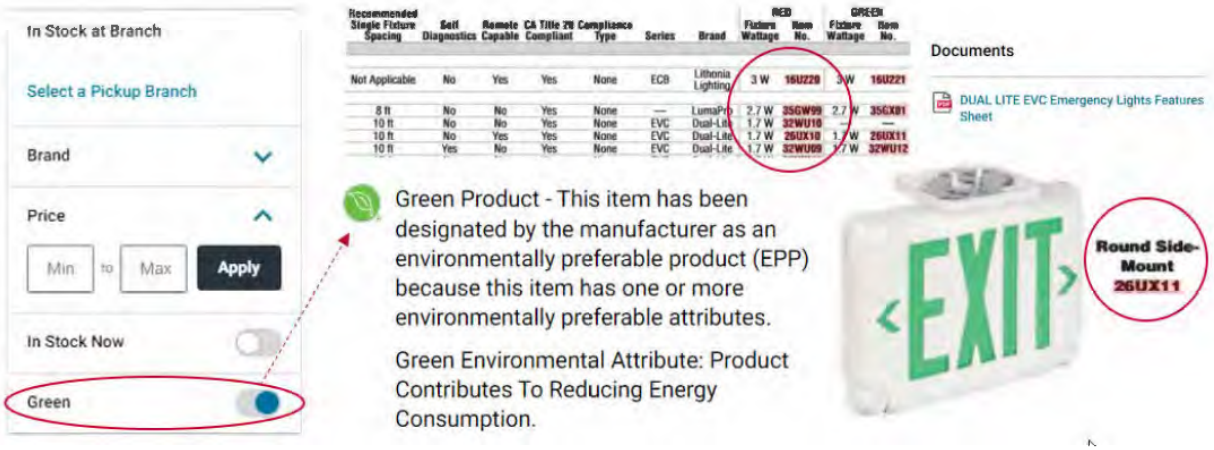



*Grainger's strategic distribution network will ensure most Member orders are shipped the same day the order is received. 99% of the US postal codes are reachable the next day through our high-touch solutions North American supply chain network.*

c. How are green products identified in your catalog? Online ordering?

Grainger's Environmentally Preferred Products (EPP) are identified with a "green" filter during the search process in the online catalog, accompanied by a green leaf icon.

The technical specifications section of each product contains an explanation of the certificate or attribute, making it simple for Members to understand the environmental benefits.




*Shown above, in Grainger's online catalog, Members can click on the item number to go directly to the item's technical information and 'green' designation. To the right, a 'snippit' of how Members can easily search and view green products by checking the 'Green' filter toggle in the lower left-hand side of the grainger.com page.*

d. Do you offer "Private Line" products? Please describe.

**Yes,** Grainger has been providing Exclusive Brands (Private Label) products and solutions to our customers since 1937. Grainger Exclusive Brand products can help Members do more with less by providing easy access to dependable products whose quality matches national-brand quality standards. Grainger offers **284,116 SKU's, across several categories and brands in our Exclusive** offering.

| | |
|---|---|
| Air Handler | **Air Filtration Products:** Air Filter Frames, Air Filters, Fan Shrouds, Paint Booth Liner Paper, Specialty Filtration |
| Condor – A GRAINGER BRAND | **Personal Protective Equipment:** Earmuffs, Eyewear Side Shields, Face Shields, Gloves, Hard Hat Liners, Headgear, High-Visibility Apparel, Protective Clothing, Rainwear, safety Glasses, Safety Goggles, Dust Masks, Safety Footwear |
| WESTWARD – A GRAINGER BRAND | **Industrial Hand Tools:** Tool Storage, Master Tool sets, Mechanics Tools, Hand Tools, Test Instruments, Stationary Power Tools, Pneumatics, Fleet Vehicle Maintenance, Lift Equipment, Precision Measurement, Shop Supplies, Outdoor Equipment, Safety |
| Dayton – A GRAINGER BRAND | **Electromechanical & Material Handling:** Motors, Power Transmission, HVAC, Pumps, Vacuums, Battery Chargers, Dust Collectors, Stationery Tools, Pneumatics, Relays, Hand Trucks, Carts, Pallet Trucks, Lifts, Winches |
| LunaPro | **Lighting & Fixtures:** Lamps, Ballasts, Deck Lights, Dock Lights, Flashers, Flashlights, Jobsite Lighting, Fixtures, Machine Tool Lights, Magnifier Lights, Motion Sensors, Portable Lighting, Recessed Lighting, Task & Task Lighting |
| SPEEDAIRE – A GRAINGER BRAND | **Pneumatics:** Abrasive Blasters, Air Compressors & Accessories, Air Dryers, Low Oil Monitors, Compressor / Generators, Desiccant Dryers, Dry air Systems, Hose Reels, Oil Filters, Spray Guns & Accessories |
| TOUGH GUY | **Janitorial Supplies:** Cleaning Chemicals, Cleaning Supplies, Hand & Personal Hygiene, Restroom Equipment, Waste containers & Liners |

e. Submit all information that will aid the City in evaluating your proposal

Presented below are key values reflecting how Grainger's offer provides a competitive differential:

1. Incentives focused on the City of Tucson
2. Financial Strength and Reach
3. Advanced Digital Technology

4. Experience Serving the City of Tucson
5. Grainger Specialized Product Solutions

**Incentives focused on the City of Tucson and OMNIA Partners' Members**

The Value ADD and Pricing Sections are not only broad and competitive, but innovative. Covering all MRO categories nationwide and offering options to suit Member needs, it will maintain and attract Members.

[redacted]

**Financial Strength and Reach**

With 2023 sales of $16.5 billion, Grainger is the leading broad line MRO distributor in the US and Canada. We serve more than 4.5 million customers worldwide with innovative technology and deep customer relationships. With these resources and expertise, Grainger will continue to promote value to the City of Tucson and OMNIA Partners. Since 2021, our partnership has grown from approximately 6,476 participating Members in 2021 to 7,491 Members in 2023. [redacted] Substantial local agencies, including the New York City Housing Authority and the District of Columbia Housing Authority, have become Members.

**Advanced Digital Technology Aligning Product Merchandising Shaped for Government Customer Products and Services Requirements**

In offering millions of products, from thousands of suppliers, with countless attributes unique to each product category, significant complexity arises. Serving more than one million active customers across diverse market segments, each with their own levels of complexity, the opportunity to leverage technology and data is presented. Grainger simplifies this challenge for government and other sectors to make their jobs easier.

The MRO sector has no data source providing meaningful customer information to discern current requirements and trends. By compiling and evaluating information about millions of products, Grainger shapes offerings to wide and varied market sectors while enhancing how customers search, compare, and purchase a product.

This work improves product information as it is directed to customer requirements, how a catalog is compiled and marketing-support systems, all of which are continually analyzed to improve website functionality assisting the customer. The work eases the customer's search by providing more informed insight to the purchasing decision as noted below:

*Product Merchandising is shaped for the government customer.*

**Experience Serving the City of Tucson**

As the incumbent MRO provider, the City of Tucson-OMNIA Partners' agreement is a prominent illustration of how Grainger strives to distinguish itself from the competition. Grainger team members work to understand the mission of each department of the City of Tucson and across the OMINIA Member network, particularly the public servants who fulfill vital government responsibilities.

Grainger has had a physical presence in Arizona since 1954. Approximately 880 Grainger employees live and work in Arizona. No competitor has Grainger's **LOCAL** presence. The City of Tucson has sales coverage from a Government Sales Manager and Account Manager who draw on the Tucson Grainger Branch on South Dodge Boulevard, 2 branches in Phoenix, 1 in Gilbert and the Grainger Customer Contact Center in Phoenix, to engage all customers directly.

With experience, and expertise regarding the City of Tucson, the ongoing engagement with the City's departments and personnel to address contract expectations, changing priorities, training opportunities, and highlight new MRO products and innovative solutions will continue to evolve with the City of Tucson's interest at the forefront.

Grainger's offer encompasses comprehensive audit, oversight, and training to adhere to all contract pricing and requirements across City of Tucson-OMNIA Partners' terms and conditions. Government Team training includes mandatory ethics and compliance responsibilities. Grainger's information systems provide customer-driven requirements supporting oversight, supervision, and accountability. Reporting and compliance structures are shaped to individual agencies.

Supporting the City of Tucson Government Team is enormous corporate investment dedicated to supplier relationships, supply chain infrastructure, team member expertise, technical support, and eCommerce. Suppliers rely on Grainger for its market reach, financial strength, customer trust, experienced and expert sales team, and technology-driven supply chain. These enduring relationships with manufacturers give us unparalleled access to the right products and allow us to be a single source ensuring industry-leading availability of the broadest number of products.

**Grainger Specialized Product Solutions**
In addition to our general MRO catalog, Grainger offers **79 specialty catalogs** that focus and refine product access to particular government responsibility requirements. Detailed product and solution portfolio address key agencies including, Department of Transportation and Public Works, Police, Fire, Emergency Medical Services, Corrections and Waterworks.

## 2. SERVICES

a. Provide a detailed written response illustrating how the services offered will meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements of this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

i. Policies and programs detailing your efforts in these areas.

Aligning with the City of Tucson RFP Services Requirements, Grainger presents a summary of our Services portfolio as well as those we think contribute value to the City's operations.

ii. Literature explaining your capabilities.

Please see specific literature noted with each service overview, found in the Appendix.

iii. Submit all information that will aid the City in evaluating your proposal.

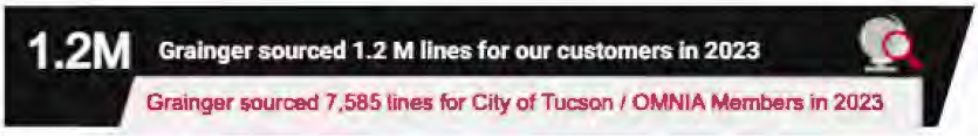
The Table below presents core Grainger's services approach as referenced in the RFP Scope of Work, Sourcing Requirements at RFP, page 8. The Table is followed by further insight as to **Grainger Services Portfolio.**

| Sourcing | Consulting Services | Safety Services | Inventory Management | Sustainability Solutions | Services & Solutions | Emergency Preparedness | Training & Education |
|---|---|---|---|---|---|---|---|
| Access to 5M+ Additional Products | Storeroom Layout & Optimization | Field Safety Professionals Audits & Assessments | Vendor Managed Inventory (VMI) Solutions | 60,000 EPP Products | Safety Services: Lock-Out / Tag-Out, Fall Protection, Turnarounds | 24/7 Disaster Support | Grainger KnowHow® Online Training |
| Over 16,000 Grainger Sourcing Suppliers | Procure to Pay Baseline | Grainger Site Assessment | Vending | Sustainability Landing Page | Energy Solutions: Solar, HVAC Retrofits, Electric Vehicle Charging Stations | Extended Branch Hours | Specialty Workshops & Technical Training |
| Product Line Extensions | Product Standardization | Online Solution Center | Managed (Grainger & Non-Grainger | Sustainable Services: Energy, Waste, Air Quality & Water | Facility: Roofing, Paving, Fencing, Lab Furniture & Equipment | Emergency Preparedness Catalog | Fee-Based Training by Vetted, Insured Third-Party Suppliers |
| Flexible Fulfillment including Drop-Ship | Supplier Consolidation | Managed Footwear Program & Shoemobile | Customer Managed (CMI) Solutions | Member Rebates | Custom Product Center | Emergency Preparedness Landing Page | Grainger Show Face-to-Face Supplier Trainings |
| Dedicated Team | Data Quality | Prescription Eyewear Program | Onsite Store & Trailer | Lighting Services | EHS Digital Services | Critical Supplies Prepositioned for Members | Onsite Key Supplier Training |

## 1. Sourcing:

Grainger's centralized sourcing team acquires MRO services not found in the Grainger general catalog:

- from non-catalog suppliers,
- line card extensions of catalog suppliers,
- for custom products, and
- OEM repair parts and accessories.




Knowing our customers' facilities are specialized and that product lead times are critical. Grainger works with **local and national suppliers** throughout the US to address specialized customer product needs, from non-catalog suppliers, line card extensions of catalog suppliers, custom products, and OEM repair parts and accessories**.**

In 2023, Grainger engaged **16,000 sourcing suppliers** to satisfy customer needs and provide access to over **five million additional products** to Members. A critical element of Grainger's offer is enabling agencies to respond expeditiously to unique and hard to find product requirements.

***Note:*** *Please see* ***Exhibit 01 Sourcing Terms and Conditions*** *in the Appendix. Sourcing orders do not receive a category discount.*

## 2. Software Punch-out Integration & Mobile Applications

The capability of your electronic ordering system to interface with an agency's inventory software system.

Grainger's ecommerce services extend beyond core e-pro services to provide not only additional serach and purchasing channels but to meaningful management controls able to integrate with an agency's software sytem:

| Grainger Digital Solutions | | | | |
|---|---|---|---|---|
| *Efficient Solutions to Support Your Purchasing Needs* | | Grainger.com® | Mobile App | ePro Punch-Out |
| | Features & Functionality | | | |
| SHOP | Access over a million products online | • | • | • |
| | User-friendly shopping tools to find products quickly and easily | • | • | • |
| | Robust search engine with type-ahead search functionality | • | • | • |
| | Access item details, technical specifications, safety data sheets | | • | • |
| | Compare products and specifications | • | • | • |
| | View real-time pricing with product availability | • | • | • |
| | Customer special pricing (CSP) indicators | • | | • |
| | Request/view special order quotes (non-cataloged products) | • | • | • |
| | Drive compliance with custom catalogs | • | • | • |
| | View new products, hot buys and clearance items | • | | |
| | Online help with click-to-chat support | • | • | • |
| | Find products with search by image and barcode scanning | | • | |
| | Quick access to personal item lists | • | • | • |
| ORDER | Quick access to shared user item lists | • | • | • |
| | Access previously purchased products by item | • | • | |
| | Replenish your inventory with auto-reorder | • | | |
| | Create quotes for internal requisitions | • | | |
| | Reorder products using convenient barcode scanner | | • | |
| | Manage payment methods and shipping addresses | • | | |
| MANAGE | Streamline checkout process with account/user defaults | • | • | |
| | Customize order/item level fields and checkout requirements | • | • | |
| | Custom homepage options | • | | • |
| | View pending orders and order history | • | • | |
| | View/download order and invoice history, packing lists and proof of deliveries | • | | |
| | Manage purchasing using part numbers | • | • | • |
| | Order Management System (OMS) | • | • | |
| | Multi-user management with standard or admin right | • | | |
| | Manage user approvals and spend limits by order | • | • | |
| | Manage user access to item lists and order history | • | • | |
| | Manage user order approval routing | • | • | |
| | Manage budgets (monthly, annually, quarterly) | • | • | |
| | Grainger KeepStock® Inventory Management integration | • | • | • |
| INTEGRATE | ERP integration | | | • |
| | 3rd-party integration | | | • |
| | Punch-Out catalog (OCI, CXML) | | | • |
| | Transaction documents (XML, cXML, xCBL, EDI) | | | • |

**Order Management Controls:** The City of Tucson and OMNIA Partners' Members can control and manage their workflow and spend management when registered and logged into Grainger.com. The order management system allows the member greater purchasing control and visibility through customizable and flexible spend management authorizations. It enables a purchase approval process as well as budgets to be established for individual users. These workflow controls are administered by the City of Tucson or individual Purchasing Entity.

**Work Order Integration:** Grainger.com can integrate with the City of Tucson and OMINIA

Partner Member Work Order Management Systems. This is performed through Computerized Maintenance Management Systems (CMMS)/ Work Order systems with the purchasing process to allow for reconciliation of purchases from work orders. This integration aligns work order data to product orders and packing slips for streamlined receiving and assigns product cost to the work order.

**eProcurement Punchout** -Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and even payment. Grainger can set up a scoping call with its eCommerce Solutions team to understand Member needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes. This means Members will reduce costs through productivity enhancements and lowering Member's direct ordering cost. Grainger's dedicated team of experts will help Members customize and implement the solution. Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

SAP Ariba · BirchStreet · VIRTO COMMERCE · JAGGAER · coupa · ORACLE PEOPLESOFT
McKESSON · infor · LAWSON · Allscripts · workday · GHX

Grainger also supports custom and non-standard **EDI transactions** on a per request basis.

Enhanced features include a **Custom Home Page and Landing Pages**

*An example of a Custom Home Page for City of Tucson OMNIA Partners' Member.*

## 3. Installation, Repair, Maintenance & Turnkey Solutions & Services:

Grainger will assist City of Tucson and OMNIA Partners' Members in working with manufacturers, suppliers and third-party installers, as to product, equipment, maintenance and related training programs. These programs include manufacturer-certified set up, product installation, post-installation services and maintenance services. Grainger has identified **over 100** companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements.

Services provided by third-party providers may be subject to a fee agreement between Grainger and the provider.

Customer Testimonial

[redacted]

## 4. Inventory Management: KeepStock Inventory Management Solutions

Provides inventory management solutions for stock rooms, warehouses, mobile service vehicles, emergency preparedness supplies, and supply vending machines. Consulting and analysis solutions are also desirable.

**67** OMNIA City of Tucson Members...

...currently have KeepStock Inventory Management Solutions installed today including VMI & Vending

Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical products all while providing secure and efficient access.

**Grainger KeepStock® Solutions**

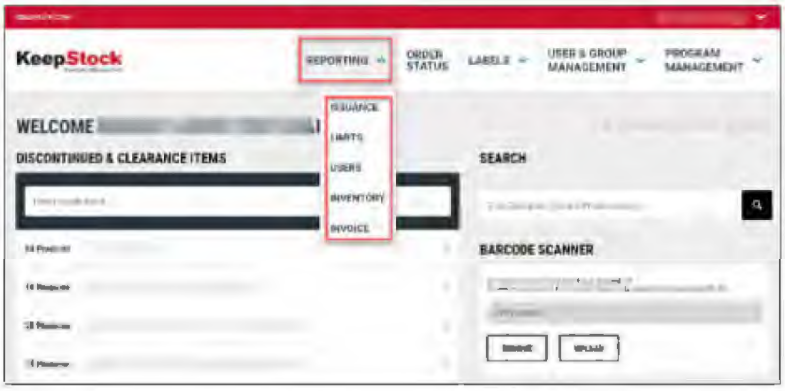
*Our solutions combine and work together because different parts of your facility face different challenges.*

| Service Benefits | CMI | Replenish | Vending | Onsite | Managed | Trailer |
|---|---|---|---|---|---|---|
| | Tools for improved visibility and management of Grainger materials | Scheduled visits help ensure the right materials are kept on-hand | Industrial vending helps control consumption of Grainger material at POU | Dedicated resource with daily presence manages all Grainger materials | Specialist provides MRO supply chain expertise & multi-supplier support | Support critical inventory needs for temporary project needs |
| Order History & Robust Reporting | • | • | • | • | • | • |
| Documented Cost Savings | • | • | • | • | • | • |
| Order Visibility | • | • | • | • | • | • |
| Procurement-based Inventory Recommendations | | • | • | • | • | • |
| Purchasing Approval Thresholds | • | • | • | • | • | • |
| Dedicated Resource | | • | • | • | • | • |
| eProcurement Integration | | • | • | • | • | • |
| Secure Dispensing | | | • | | | |
| Spot Buys Capabilities | • | • | | • | • | • |
| Desktop Delivery | | | | • | • | |
| Fee-Based Service | | | | | • | • |
| Management of Grainger Product | • | • | • | • | • | • |
| Management of Non-Grainger Product | | | | | • | |
| Utlization of Customer-Owned Inventory Management System | | | | | • | |
| Inventory levels managed to agreed upon min/max stocking levels | | • | • | • | • | |
| Scheduled visits to ensure materials are kept on hand in the right quantities and in the right places | | • | • | | | |
| Bar Code Labeling | | • | • | • | • | |
| Organized inventory & restocked / reloaded products in proper location | | • | • | • | • | |
| Consignment of qualified Grainger products to free up working capital | | • | • | • | • | |

**KeepStock® Web** is **control central** for managing your Grainger inventory. It seamlessly integrates your KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. Members can leverage KeepStock® web functionality

across all installation types — Vending, CMI, Replenish and Onsite, to provide you with **total visibility to the entire inventory.**

**Inventory Management Reporting Dashboard**

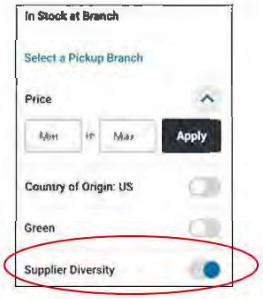



*Grainger's KeepStock® Web provides on-demand real-time reporting to City of Tucson Members. Track Vending issuance, user limits, VMI inventory locations and invoices.*

## 5. Small Business Program

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services, and diversity expertise.

**Grainger's Supplier Diversity Program** affords customers access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program seeks to grow this sector while helping customers get their jobs done with quality products from diverse business enterprises (DBEs).




*Customer's may search easily for Supplier Diversity products on Grainger.com.*

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:

- Approximately 7,000 Diverse Business Enterprises are part of Grainger's High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend.
- More than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person–owned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.

The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services, and a broader selection of products.

Grainger and the authorized reseller will engage Members to discuss how best to serve the City of Tucson and OMNIA Partner Member including the range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the Member can leverage Grainger's diversity solutions portfolio to achieve their goals.

## 6. Green / Sustainability Programs

a. **Grainger Policies & Commitment:** Efforts and policies pertaining to green and sustainability.

Grainger is committed to conducting business in an environmentally responsible manner and works continuously to improve its environmental performance across operations, solutions, and products. Initiatives to reduce dependence on non-renewable energy consumption and emissions include:

- Increasing solar energy use at our facilities
- Improving technology and efficiency in our building management systems
- Implementing high-efficiency life cycle replacements
- Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

**Literature:** A detailed discussion addressing Grainger's environmental performance is presented in ***Exhibit 02 2023 Environmental Social and Governance Report.***

b **Products:** Impact on Product Offerings.

Grainger provides environmentally focused solutions through our sustainability offerings, including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion, an increase from the prior year. We routinely evaluate our portfolio against customer needs and maintain our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a **Sustainability Solutions landing page** on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. As noted, Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute.

c **Distribution:** Impact on Distribution.

Our initiatives to reduce dependence on non-renewable energy consumption and emissions include increasing solar energy use at our facilities, improving technology and efficiency in our building management systems, implementing high-efficiency life cycle replacements and

transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Throughout Grainger facilities, particularly within the Distribution Centers (DC), we standardize recycling processes and share best practices across our network. The DC leadership receives monthly progress reports on recycling, and local facility managers include recycling metrics in their annual performance goals. We also partner with a third party to track our waste and recycling data and to find opportunities to improve our diversion rates. To help manage waste and recycling at our U.S. branches, we use waste container monitors, which helps us optimize our scheduled pickups, reduce the amount of vehicle mileage required by waste haulers and quickly detect and resolve contamination issues before they impact downstream processes.

Grainger works closely with our suppliers to identify opportunities to improve packaging sustainability and protect the products we offer. Our Supplier Packaging Guidelines promote sustainable options and best practices for suppliers to minimize potential product damage and waste while maximizing the use of recyclable materials. These initiatives are described in detail in Grainger's Environmental Social and Governance Report.

We refine our sustainability calculation methodology, improve data sources and engage with suppliers and partners, particularly those critical to how we serve our customers. We share details of our plans, including measurement standards and specific objectives with the goal of converging in this important initiative.

d **Recycling of Lamps:** The ability to recycle lighting and electronic products.

Grainger offers recycling kits and boxes to help customers recycle light bulbs, ballasts, batteries, lamps, and other items that contain hazardous materials, particularly in circumstances involving compliance responsibilities. The kits also save storage space and reduce safety hazards by allowing Members to contain dead items and remove them from their facilities. Recycling kits include boxes or containers for collecting the items to be recycled. They also include prepaid shipping labels and recycling costs and instructions for sending the items to a recycling facility. Individual recycling boxes or containers are used to collect and store items for recycling. These boxes do not include prepaid shipping labels or recycling costs; users can send the box or container to the recycling facility via their preferred shipper.

e **Lighting and Energy Audits**: The ability to perform lighting and energy audits.

Grainger third-party partners will evaluate and audit lighting and energy capabilities and recommend focused solutions supporting sustainability. Coordination is pursued with City of Tucson and OMINA Member facility design and operations personnel to recommend retrofitting and other efforts to improve lighting and energy savings.

f **Certifications:** The industry recognized certifications and standards obtained.

Grainger identifies products with the environmental certifications in its catalogs, including:

- US EPA ENERGY STAR
- US EPA Safer Choice
- US EPA Water Sense
- Biodegradable Products Institute (BPI, certified compostable)
- Design Lights Consortium (DLC) for LED lighting products
- Forest Stewardship Council (FSC)
- Green Seal

- UL ECOLOGO
- UL GREENGUARD, SCS Indoor Advantage, etc. (certified low emitting)

## 7. Training and Education

Grainger will support the City of Tucson and OMNIA Partners' Members to schedule and provide instruction as to industry trends, targeted products and solutions training associated with City of Tucson and OMNIA Partners' operations and identified needs. Objectives include elevating competency and supporting unique Member requirements. The following are opportunities within Grainger's' extensive training portfolio and include non-fee and fee-based sessions.

- Comprehensive training modules addressing technical skills as to environment, health, and safety, electrical, HAZMAT, security, laboratory, and plumbing products.
- Among the comprehensive safety initiatives are products that reduce falls and injuries. Grainger team members participate in yearly training that reviews approved products, proper wearing, and maintenance of products to present these training opportunities to customers.
- Confined Space, Electrical Safety, and Forklift equipment and work area comportment.
- Throughout the contract's term, tailored training to maintain and increase knowledge of the contract and its benefits and effective access to Grainger.com or e-pro applications for new employees and refresher instruction for tenured employees.

Grainger partner providers works with City of Tucson and OMNIA Partners' Member agencies to identify products and product categories for additional training. Current programs include:

- **DeWalt Power Tools:** Customer safety presentation and film. Hands-on demonstration of safe operating practices for power tools. Joint presentations by the Grainger Account Manager and DeWalt's representative, often performed at customer locations.
- **Proto Tools Hand tool Safety Seminar and Film:** Demonstration of correct methods of tool usage. Joint presentations by Proto and Grainger Account Managers. A certificate of training is issued upon completion of class, which is also often conducted at customer locations.
- **Brady Manufacturing Lock-Out/Tag-Out Class:** Training for correct methods to apply lockout/tagout devices for compliance with OSHA rules is accompanied by a video presentation and hands-on demonstration of different devices. Jointly presented by Grainger Account Manager and Brady Representative at customer locations.

## 8. Customer Support Services

Grainger's policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracking, technical feedback, quality assurance for orders and drop shipments are presented below.

## Grainger Customer Support

| Grainger Team | Hours of Operation |
|---|---|
| Customer Support Center (phone & email) | 24/7 Monday - Sunday |
| Online Chat | Monday – Friday 6am – 7pm CST |
| Grainger Branch Personnel (Customer walk-in) | Monday – Friday, 8am – 5pm within respective US time zones. Hours may vary per specific branch. |
| Government Sales Team Members | Monday – Friday, 7am – 5pm within respective US time zones<br>24/7 support during emergencies |
| Technical Product Support | Monday – Friday 7am – 7pm Central Time Zone |
| Grainger.com | Order processing available 24/7 |
| Emergency Services Hotline | 24/7, 7 days a week |

**Replacement, Returns and Warranty: Grainger accepts returns of products it sells, It also warrants its products.**

**SATISFACTION GUARANTEE TO ALL CUSTOMERS.** Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of date of invoice, with proof of purchase from Grainger.

**LIMITED WARRANTY.** GRAINGER WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE FROM GRAINGER, UNLESS OTHERWISE STATED. PROVIDED THAT GRAINGER ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, GRAINGER MAY, AT ITS OPTION:

1. REPAIR;
2. REPLACE; OR
3. REFUND THE AMOUNT PAID BY THE CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE GRAINGER BRANCH OR AUTHORIZED SERVICE LOCATION, AS DESIGNATED BY GRAINGER, SHIPPING COSTS PREPAID.

GRAINGER'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

**WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.** EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY GRAINGER. GRAINGER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. GRAINGER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. GRAINGER EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO THE EXTENT PERMISSIBLE. GRAINGER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY AND OTHER RIGHTS MAY BE AVAILABLE.

**Warranty Product Return.** Before returning any product, Customer may contact Grainger either by logging on to grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

**PRODUCT RETURNS.**

1. **GRAINGER 30-DAY SATISFACTION GUARANTEE.** You can return your purchase for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final Sale" basis.
2. **RETURNS AFTER 30 DAYS.** Unless otherwise noted, you can also return product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a "Final Sale" basis as defined below cannot be returned. "Sourced Product" (defined below) is subject to the manufacturer's return policy and may not be returnable. There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.
3. **FINAL SALE ITEMS.** Items sold on a "Final Sale" basis include: (i) Custom items; (ii) purchases made under the Custom Product Center on grainger.com; (iii) special-order items; (iv) emergency response items; (v) items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable" and (vi) any other items that Grainger may designate as a "Final Sale" from time to time.

   RETURNS PROCESS. If you need to return an item, contact us directly at Customer Care at 1-800-GRAINGER (472-4643) or drop off or ship the product to the nearest Grainger branch location.

**Easy Return Process for:**

- Wrong item shipped from Grainger
- Item damaged when received
- Faulty / defective item with product warranty

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Indicate preference for replacement item or credit
3. Grainger takes responsibility for the return and sends a return label to the customer
4. Customer carefully packages the item(s), including the packing slip
5. Place pre-paid shipping label on return package
6. Member notifies carrier to pick up the return
7. New product is shipped to the customer, or the account is credited

**Easy Return Process for:**

- Incorrect item ordered
- Ordered too many items
- Product no longer required

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Package the item(s) including the packing slip
3. Write the reason for the product return on the packing slip; if the packing slip is not available, provide the purchase date, original invoice number and item number for the product
4. Indicate preference for replacement item or credit
5. Ship the package to the nearest Grainger branch location

**Restocking Charges:** There are no restocking fees for Grainger catalog items. Returns of non-General Catalog items may be subject to a restocking charge.

**After Hours Service:** Grainger's after-hours emergency service provides product fulfillment after standard Grainger branch business hours, and is provided via a toll-free number (1-800-CALL-WWG) for service throughout the US. Calls are routed to one of Grainger's US based Call Centers. A Call Center employee then contacts a local Grainger branch employee, via phone, and relays the customer information. Grainger's branch employees are committed to contacting the customer within 60 minutes of the initial customer call to arrange to meet the customer at the local Grainger branch to fulfill the emergency order.

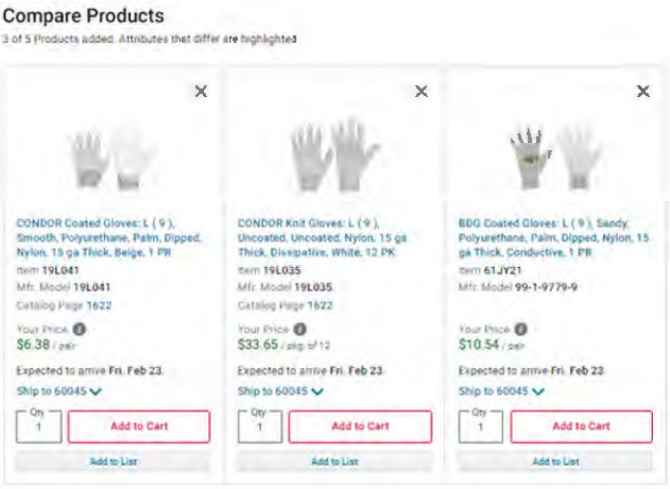
**Post Sales Support:** Customer support is available at 800-GRAINGER (800-472-4643) provided by US based Customer Service Associates (CSAs). **Grainger contact centers are available 24 hours a day, 7 days a week to assist our customers through phone, chat, and email.** The Customer Service team consists of highly trained and experienced employees including Technical Product Specialists (TPS) that specialize in each of our product categories to serve our customers. All Customer Service team members will provide

product and shipping information, answer questions, provide status, address customer concerns or issues and engage technical support to assist the customer.

**Out of Stock:** If shopping via a punch out or Grainger.com, the customer can see real-time availability of a product. Users are notified within the punchout that the product is not available and when the product is expected to arrive. Subsequent changes in availability after the order is received will be sent via email to the customer.

If the desired product is backordered or out of stock, the customer may use the compare feature to find an alternate product with similar form, fit and function. The ultimate decision to wait for the product or select an alternate product is that of the customer.

If shopping via email or phone, Grainger's Customer Service Team will notify the customer if the product is on backorder or out of stock. The Customer Service Team member will provide alternate product suggestions. The ultimate decision to wait for the product or select an alternate product is that of the customer.




*Once products have been selected for comparison to an out-of-stock item, details can be immediately viewed to determine a substitute product.*

*Members can choose a substitute or wait for the out-of-stock product to arrive.*

**Order Tracking:** The City of Tucson and OMNIA Partners' Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, fax, e-mail). End users can determine shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders placed within the past 36 months by clicking on the Order History link at the top of any Grainger.com page.

*Tracing information can be accessed from the Shipment Confirmation.*

When the order leaves Grainger's DC, Grainger will send a **Shipment Confirmation** with a tracking number that allows our customers to track the order through the delivery cycle.

**Technical Feedback:** Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. In our key supplier programs, manufacturers dedicate field resources to work solely with Grainger's field representatives. In addition, Grainger has an in-house Technical Product Support Department whose members have an average of 28 years of experience answering product-related questions across all

product categories. Customers have easy access to this service during standard business hours.

If a customer seeks to provide technical or any feedback regarding a product or any Grainger service, Comment Cards can be accessed throughout Grainger.com, including a link in the header and footer of every page on Grainger.com:

**Quality Assurance for Orders and Drop Shipments**: To ensure quality customer experience, all phone calls to the Customer Service Center are recorded. This information is an element of a Quality Monitoring & Coaching approach where each Team Member receives scored evaluations completed by the QA team and his/her Service Leader each month. There is a similar process to audit email and chat transactions. In addition, a cross-functional team captures and investigates Service Opportunities to determine the root cause, any specific actions that are needed and to determine if there is a larger, systemic issue that should be addressed through technology updates and/or process changes.
Grainger Supply Chain and Distribution Centers are vigilant in monitoring performance of suppliers and carriers, as to quality and timeliness of shipments, including manufacturer drop shipments. Goals are set to ensure that products are delivered on time and in good condition and exceptions are captured to address deficiencies.

## 9. Consulting Service

Consulting and analysis of above listed services and solutions, as well as other value-add services not included above.

Grainger Consulting Services is an industry-leading team of experts dedicated to helping Members solve their most pressing MRO challenges. Grainger's team analyzes the Members' current state and identifies relevant and comprehensive opportunities for improvements. **Based on our findings, most customers can take as much as 15-25% or more out of their total MRO costs.**

Consulting projects can range from single site assessments to enterprise-wide evaluations of your overall MRO procurement, inventory, and product selection processes. The focus is to understand current state and identify opportunities for improvement that drive productivity and utilization and financial benefit.

Customer Testimonial

[redacted]

**Grainger's Cost-Driven Differentiators:** Grainger Consulting Services has built its strategy and expertise around three major cost areas. Each can represent a significant opportunity to deliver savings and value back to a Members' organization.

*Grainger's Consulting Team will work with Members to drive costs out of their operations.*

## 10. Other Services

Presented below are examples of services, in addition to those listed in the RFP. Grainger will continue to pursue value added services and programs throughout the life of the contract that will be available to the City of Tucson and OMNIA Partners' Members.

### a. Sustainability Solutions

Grainger provides environmentally focused solutions including environmentally preferable products (EPP) and sustainability services. In 2022, our overall Grainger High-Touch Solutions U.S. EPP revenue was more than $1 billion. We meet customer demand by routinely evaluating our portfolio against customer needs and keeping our product certifications and attributes up to date. On a regular basis, we conduct a thorough review of certifications and attributes, in conjunction with a third-party partner, based on U.S. federal and state sustainable-purchasing guidelines.

To guide customers toward sustainability solutions, Grainger has developed a Sustainability Solutions landing page on our website. The solutions are organized by sustainability categories including energy, waste, air quality and water management. Grainger's EPP are identified with a "green" filter during the search process, accompanied by a green leaf icon. The technical specifications section of each product contains a detailed explanation of the certificate or attribute, making it simple for customers to understand the environmental benefits.

Customer Testimonial

[redacted]

### b. Safety Value Add Solutions

Grainger's Environmental, Health & Safety (EHS) Services help Members protect their people, facilities, and the environment. Grainger's Field Safety Specialists bring education, experience, and expertise to help Members address a wide range of safety and health matters to assist with injury reduction, compliance improvement, and risk assessment. Grainger has the depth and structure to deploy, support and track agency-wide initiatives.

In addition to assessments from Manufacturers, Grainger's Field Safety Specialists leverage our Grainger Safety Assessment to evaluate a broad range of OSHA Regulatory and Compliance needs. The Grainger Assessment delivers a customized report highlighting areas of a safety program that are currently in compliance or areas where additional focus may be needed.

Customer Testimonial

[redacted]

Please see ***Exhibit 03 Grainger Safety Assessment*** providing further details regarding the Grainger Safety Assessment. The Grainger Safety Assessment includes topics like Hazard Communication, PPE, Lockout Tagout, Confined Spaces, Fall Protection, Ladders and Temperature Stress, among others.

**c. Energy/Sustainability Services**

The Grainger Energy Services team can identify and implement a wide range of efficient solutions for an agency to help design and facilitate the installation of energy-saving and water conservation measures:

| | |
|---|---|
| Lighting Retrofits and Upgrades | Electrical Services |
| HVAC Filter Replacement & Preventative Maintenance | Electric Vehicle Charging Stations |
| HVAC Optimization, Upgrades & Retrofits | Steam Trap System Studies/Upgrades |
| Motor & Drive Upgrades | Thermal Blanket Installation |
| Solar Panel & Battery Storage | Water Conservation Upgrades |

**d. Online Solution Center**

Grainger compiles an online safety center with information and resources that help keep people safe and facilities running. The Solution Center enables OMNIA Partners' Member safety specialists to access safety news, trends, and regulatory issues free of charge. Information includes:

- **OSHA's Law & Regulations:** This page contains links to all current OSHA standards, provides information on the rulemaking process used to develop workplace health and safety standards.
- **Environmental Health and Safety Webinars:** This on-demand series offers industry information and updates to help keep informed of environmental, health and safety trends affecting your operations. Participants receive a certificate of attendance providing documentation for 1 credit hour of training.
- **Online Safety Catalog:** Access to our latest safety catalog 24/7 in easy-to-navigate format. Search by product name, category, or SKU.
- **Grainger KnowHow®:** Delivers equipment guides and safety protocols.

**e. Facility Services**

Grainger Facilities Services help prolong the life of a Member's buildings and structures and support safety initiatives. These services keep facilities dry, safe, and sustainable. Services include:

- Inspection Services.
- Air barrier audits.
- HVAC Restoration.
- Assembly and Installation Services.

- Roof Restoration- Rooftop Safety Installation and Roof Cleaning.
- Flooring- Concrete Polishing, Floor Design and Installation, Floor Repairs, and Floor Striping.
- Ceiling Tile Installation/Replacement.
- Patch and Repair Services, Preventative Maintenance.

**f. Metalworking Solutions**

Grainger's team of metalworking experts provide and apply the latest technology to boost productivity and maximize Member's investment across more than 500 metal working applications. Grainger offers a broad portfolio of value-add–non-fee and fee-based services, as well as sourcing unique or difficult to find metalworking products.

**g. Footwear Safety**

Grainger's safety initiatives include its **Managed Footwear Program** across City of Tucson OMNIA Partners' Member job categories. Shoes with appropriate traction prevent falls and reduce electrical accidents by enlisting non-conductive footwear made from leather, rubber, or other materials to reduce electrical accidents. Grainger coordinates the availability of footwear protection across all OMNIA Partners' Members customers. Included is both a physical shoe mobile and a web-based program for remote users. The initiative ensures easy access to all employees while City of Tucson and OMNIA Partners' Member leadership maintains full control and visibility of purchases.

Customer Testimonial

[redacted]

**h. Prescription Eyewear**

Grainger partners with a network of eyewear providers that can offer multiple solutions for safety prescription eyewear needs. Service options include onsite kiosks or local eye care service providers. Each program has unique features and may require a minimum number of eyewear users.

## 11. Emergency Response

Grainger engages customers in high-risk areas and assists in building resiliency to rapidly deliver critical supplies. Our 15+ years of experience, purchasing history data, and market intelligence contribute to structuring emergency response solutions. Analyzing data captured after each emergency event helps determine which supplier and products to add to our portfolio or adjust our inventory position to specific locations. During any emergency, Grainger prioritizes government and healthcare customers so emergency responders and hospitals have resources to assist the sick or injured.

As part of our Disaster Continuity Plan, Grainger's response and recovery protocols encompass providing government and commercial customers with priority to first response agencies, with critical product and services associated with the incident. Monitoring weather and media reports while coordinating with state and local authorities, Grainger activates its emergency response center prior to and throughout the period of need. With resource capacity to move products expeditiously, Grainger stages resources in critical areas and frequently deploys team members to assist.

Localized response procedures enable customers in need to obtain emergency response items at any time. Local Grainger branches may remain open 24 hours a day during major emergencies and disasters. Trailers can bring in critical products and extra personnel can be

on site to support relief efforts. Preexisting supplier agreements allow products and equipment to be replenished quickly to help Grainger's customers.

Grainger is positioned to respond to emergency situations. Grainger's network of 250 branches is supported by 14 strategically located distribution centers across the U.S. Grainger can pull from and move its extensive inventory to areas of need quickly and efficiently. Grainger has experience knowing how to leverage its logistics networks to get the right products in the right place to address across a range of situations. This network ensures that constant product replenishment is nearby and easily accessible.

**Grainger's pricing and services will not change in an emergency**, large or small. OMNIA Partners' Member's costs will mirror the contract.

Customer Testimonial

[redacted]

## 12. Customer Product Center

Grainger can customize products with the Member's logo or message. We can also custom-size products like filters or specialized signs to meet your needs. Members decide the size, configuration, or message.

b. Describe how you will roll out your program to City of Tucson staff. Include in your discussion training, education, meetings, information gathering, annual contract awareness event, etc.

[redacted]

**DEFINE – Within First 10 days of Award**

[redacted]

- [redacted]

**LAUNCH – Within 30-60 days of Award**

[redacted]

- [redacted]

c. Describe how you will develop and maintain relationships with key department end users to convert sales to this contract, offer relevant solutions, problem solve, introduce new products or services, etc.

[redacted]

d. Describe your sales and reporting capabilities. What level of detail is available?

[redacted]

- [redacted]

## 3. ORDERING & INVOICES

a. Describe your ordering capacity (retail locations, telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

**Ordering Capacity**

Grainger's multichannel ordering approach lets Members choose how they want to do business. It provides flexibility to order in ways that best suit their needs. These channels include:

Via any of these ordering channels, except fax, a Member can access City of Tucson OMNIA Partners' contract pricing, order a product, track the order, search for product, obtain order history, seek technical assistance, access lists, obtain technical data and documentation and identify green alternatives. Facsimile orders are confined to obtaining contract pricing and order fulfillment.

**eCommerce Website Capabilities**

- **Display Contract Pricing**
  Once logged on to Grainger.com or via a Grainger punch-out, **all City of Tucson contract pricing will be clearly displayed.**

  [redacted]

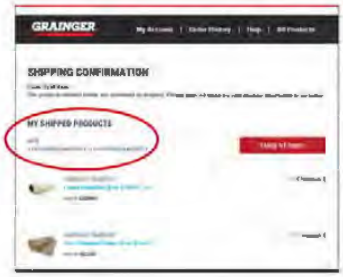
  Additionally, the national market basket will be displayed with the ability to download on OMNIA Partner's website.

- **Online Ordering 24/7**
  The City of Tucson and OMNIA Partners' Members can submit orders at any day or time on Grainger.com and mobile applications. This allows for quick and easy ordering for each Member anytime, anywhere.

- **Order Status & Tracking**
  The City of Tucson and OMNIA Partners' Members can use Grainger.com to track the status of any pending order, regardless of ordering channel (online, phone, e-mail).

Members can find shipment status, backorder status, and partial order shipments, will call order pick-ups and order cancellations for orders by clicking on the Order History link at the top of any Grainger.com page. Members can also use online chat.

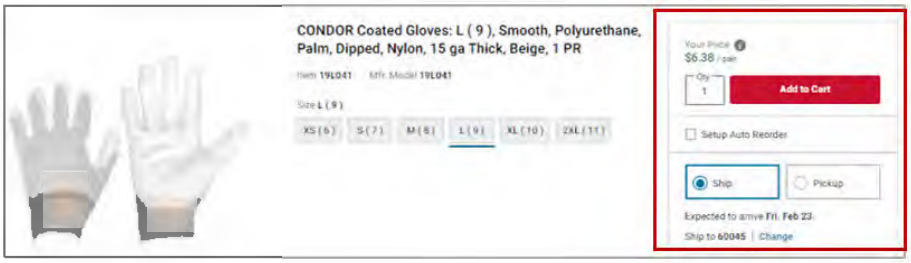
The City of Tucson and OMNIA Partners' Members will receive an electronic shipment notification with carrier tracking information once an order has shipped.



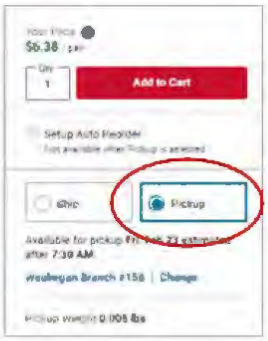

*Tracking information can be easily accessed from the Shipping Notification, in addition to order details and access to the invoice or order history.*

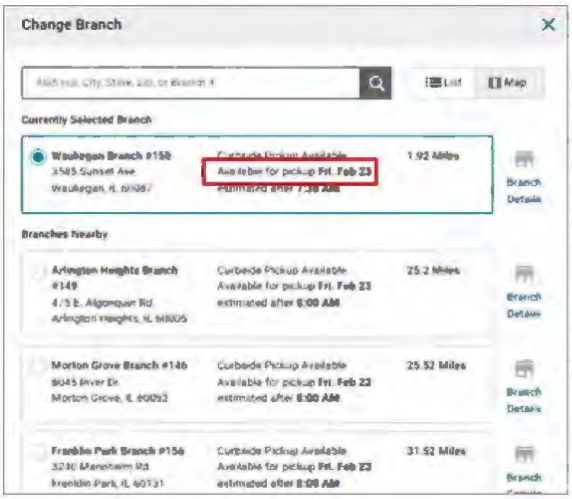
*New delivery features for Members allow members to track orders online. Members can also quickly add ordered items to a new shopping cart for efficient shopping.*

- **Product Availability by Location:** The City of Tucson and OMNIA Partners' Members can determine real-time product availability by Grainger location as well as contract pricing.




*Grainger.com enables Members to check real-time availability, expected arrival date and contract pricing.*



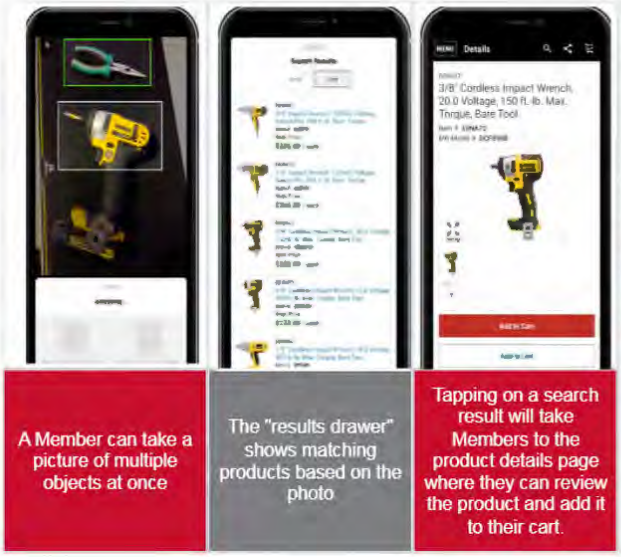

*End users can designate a default branch within their account profile or allow Grainger.com to provide availability based on the branch closest to their location.*

*By selecting "**pick up**" Members can see which branch location has the item in stock.*

- **Mobile Apps:** The Grainger mobile app includes many of the capabilities noted above and unique features for a mobile workforce. OMNIA Partners' members can use the Grainger app to find products, view and share product details, purchase product, approve requisitions, check order status and history, chat with an agent for help and much more. Grainger has apps for Apple and Android devices as well as a mobile optimized web page.
- **Search Options:** Grainger.com allows the City of Tucson and OMNIA Partners' Members to search and filter by recognized descriptions including City Market Basket Items, Manufacturer/Brand, Green Products, and NSN number.

**Grainger's investment in technology, specifically "search capability", is represented by the following search functionality:**

- **PHOTO SEARCH (MOBILE DEVICES):** If a Member does not know the name of a product, they may take a photo of the item to search on grainger.com. The results drawer shows matching products based on the photo.



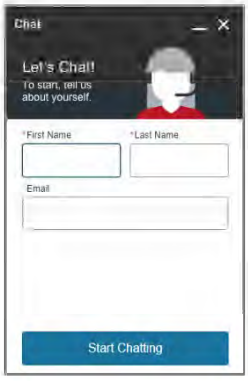

*Grainger's photo search on mobile devices allows Members to search quickly with a photo of the item they need - especially helpful if in the field and need a critical item quickly.*

- **WILDCARD SEARCH**
- **SEARCH SUGGESTIONS (TYPE AHEAD)**
- **VIEW PREVIOUSLY PURCHASED**

- **VISUAL ATTRIBUTES:** Visual attributes help users by displaying imagery in addition to text and technical language. Users can click on an image to refine the search results by the selected value.

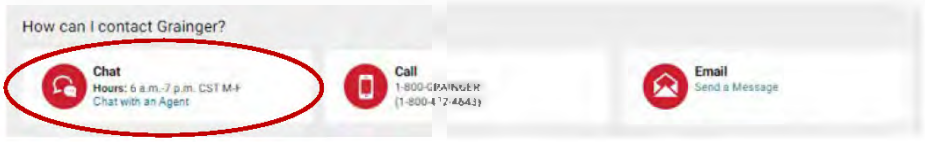
- **Order History:** The Member home page includes relevant user information such as order history, invoices, and other useful information in support of efficient procurement management. Order history can be accessed for 36 months.

  Users have the option of accessing **real time order history** on Grainger.com and reordering or downloading a file of order history data. This file of order history data can be configured to include multiple users, various types of orders, various date ranges, and multiple file formats.




- **Technical Assistance:** Grainger offers several forms of technical assistance on Grainger.com including Click-to-Chat and the Help button.

  - ✓ **CLICK-TO-CHAT:** Grainger offers Click-to-Chat Assistance for Members. Agents in the click-to-chat function can access technical product experts to answer detailed questions on product application or specifications. Available on Grainger.com and the Grainger Mobile App.




  - ✓ **HELP BUTTON:** Grainger.com offers a "help" button featured on the top right of every page of Grainger.com to access additional information.

- **Personal Lists and Profiles:** The City of Tucson and OMNIA Partners' Members can create "Personal Lists" on Grainger.com and punch-out integrations for frequently purchased items. Multiple personal lists can be created and shared among Members using the same Grainger account to streamline the acquisition process. This functionality allows Members to:

  - ✓ Create lists by product category, service location, usage, or specifications and then organize those lists in folders.
  - ✓ Assign a location to a list allowing for easy access from the Grainger Mobile app.
  - ✓ Add min/max quantities, bin locations, and print labels of the items in your list for easy inventory tracking.
  - ✓ Share lists with other people on the same account, so they can view and order from other Members' Personal Lists.
  - ✓ Shared usage of these easy-to-access lists can assist the City of Tucson and OMNIA Partners' Members in consolidating product orders, avoiding duplication and driving product standardization to reduce costs.

- **Technical Data and Documentation:** Grainger's General Catalog is available in its entirety on Grainger.com and includes technical data and illustrations.

  - ✓ **SAFETY DATA SHEETS:** The City of Tucson and OMNIA Partners' Members may view and print SDS online at Grainger.com.

- ✓ **COMPLIANCE & RESTRICTIONS:** While viewing a product users can quickly view product compliance and restrictions like hazardous material, Safety Details Sheets (SDS), Supplier Diversity, Restricted Sale

- **Identification of Alternate Green Products: Environmentally Preferred Products** can easily be identified on Grainger.com. by the Green Leaf icon. This indicates that the selected product has a UL validated certification and/or attribute.

b. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

**Invoicing Process:** Grainger uses its enterprise system (SAP) that allows us to select the type of billing the City of Tucson and OMNIA Partners' Members require. After the order is placed into the system and the delivery process completed (picked up or shipped out), the invoicing process begins.

Member is sent an invoice according to the method required (email, electronic, other)

- **Email:** Invoice is automatically sent to the Member
- **Electronic:** Invoice is sent to the Member electronically in cXML, EDI, or flat file format.

**Yes,** electronic invoicing is available as is summary invoicing. Grainger has multiple ways to receive an invoice including electronic invoicing:

- Individual invoices per shipment.
- EDI invoicing.
- P-Card invoicing.
- Email invoicing.
- Summary Billing.

Please see ***Exhibits 04-1 and 04-2 Sample Invoices.***

- **Summary Invoicing:** Summary Invoicing (Summary Billing) is available for the City of Tucson/OMNIA Partners' Members via a single bill containing a periodic summary of purchasing activity (monthly, semimonthly, or weekly). By receiving a summary bill rather than individual invoices for each transaction, Members will have fewer pages to approve and fewer checks to write.

- **Invoice and Packing Slips on Grainger.com:** OMNIA Partners' Members can search order history and review invoices and packing slips of all Grainger orders on Grainger.com making the p-card reconciliation process easier.

c. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

The first step to receive support to resolve a product issue is to call, email or chat with Grainger Customer Support. (800-473-4643 or customersupport@grainger.com). Each of Grainger's 1,800 Customer Service Associate (CSA) accesses state-of-the-art technology tools to address inquiries and ensure the City of Tucson/OMNIA Partners' Member's expectations are met.

Grainger's online system and network gives CSAs and government sellers immediate access to real time Member account information to help Members and provide information including:

- Status of Orders, shipped or pending
- Backorder status
- Product availability
- Product information
- Contract pricing
- Account and billing questions
- Technical product support
- Cross referencing

Grainger policy and process about wrong or defective product:

**Easy Return Process for:**

- Wrong item shipped from Grainger
- Item damaged when received
- Faulty / defective item with product warranty

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Indicate preference for replacement item or credit
3. Grainger takes responsibility for the return and sends a return label to the customer
4. Customer carefully packages the item(s), including the packing slip
5. Place pre-paid shipping label on return package
6. Member notifies carrier to pick up the return
7. New product is shipped to the customer, or the account is credited

**Easy Return Process for:**

- Incorrect item ordered
- Ordered too many items
- Product no longer required

1. The Member should call Grainger Customer Care at 1-800-GRAINGER (472- 4643)
2. Package the item(s) including the packing slip
3. Write the reason for the product return on the packing slip; if the packing slip is not available, provide the purchase date, original invoice number and item number for the product
4. Indicate preference for replacement item or credit
5. Ship the package to the nearest Grainger branch location

d. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?

[redacted]

e. If providing for retail location purchases, describe how agencies choosing to pick up products at a retail location will receive the correct contract pricing.

When purchasing or picking up products at a Grainger branch store, the starting point for correct contract pricing is the Member's account number to which pricing is linked. Grainger asks Members who visit our Branches to provide their contract account number. Upon a new agreement, Grainger's pricing team will apply coding to all account numbers (locations) for each City of Tucson or OMNIA Partners' member within the company-wide SAP system. This

coding will include pricing and freight terms, as well as all contract terms and conditions unique to the City of Tucson OMNIA Partners' agreement.

Note: Identification is requested to be presented when purchasing items on a Member's account.

f. Describe your process for identifying out of stock items and the options available to ordering agencies, such as: request a back ordered item, requesting a substitute item and cancelling the item from the order.

For items back ordered, Grainger has several methods to notify the City of Tucson and OMNIA Partners' Members if an item is out of stock, depending on order method. For online orders, Members will have **real time** visibility to out of stock or discontinued items.

For substitute items, Grainger.com functionality includes a "**Compare Items" feature** which provides a side-by-side comparison of available alternates for the Member's consideration. In all instances, the decision to accept a substitute product is solely that of the Member.

If the Member places an order either via a branch or phone, the Member is immediately notified by a Customer Service Associate who will inform them of options for substitute or alternate items. Grainger's purchasing system easily allows the CSA to search for available alternatives for the member to consider. Product information can also be emailed to the City of Tucson or OMNIA Partners' Member to review.

For faxed or emailed orders, a CSA will notify the Member and inform them of options for substitute or alternate items. Product information can be emailed to the Member.

For cancelling an item on an order, the City can utilize Grainger.com, click to chat, call our customer service agents/branch/sales representatives, or email.

## 4. OTHER/VALUE ADD

a. Describe any government rebate or government incentive programs applicable.

[redacted]

**Financial Incentive Program:**

Detailed below are the **three (3) types of financial incentives** to be offered to the City Tucson/OMNIA Partners' members that:

- Affiliate to this contract.
- Incentives begin when Member purchases more than $100,000 annually under the Agreement from Grainger.

**1. Direct Sales Administration Fee: 2.0%**

- Members will qualify for a 2% Direct Sales Administration Fee on total purchases made in the contract year, paid annually.
- To be eligible, a minimum of $250,000 in total annual purchases must be met for each contract year.

**2. Incremental Growth Incentive: 5.0%**

- Grainger offers an Incremental Growth Incentive to members which includes an incentive paid on incremental growth.
- To be eligible, total annual purchases must meet or exceed previous year's total annual purchases and minimum of $100,000 in total annual purchases.

**3. E-Commerce Incentive: 2.0%**

- Members will qualify for a 2% incentive on total E-Commerce purchases when E-commerce purchases exceed 75% of total annual purchasing.
- To be eligible, a minimum of $100,000 in total annual purchases must be met for each contract year.

**Reporting and Payment:** Payment of the rebate, along with a supporting report, will be issued to Public Participating Agencies within 90 days of the close of the current contract year. Grainger will work with OMNIA Partners on the distribution of the funds.

**Net Annual Purchases Defined:** Net Annual Spend is calculated for the calendar year and is defined as the total invoice price of all calendar year purchases less:

- Refunds
- Credits on return
- Discounts
- The monies paid on any purchases pursuant to the Grainger Distributor Alliance Program
- Additional freight charges related to oversize, special handling, expedited or hazmat shipments.

**Customized Contract Incentives:** Grainger will work **with each OMNIA Partners' Member** in the addendum process to address factors such as contract commitments, single award status, market competition and other elements to shape an offer of incentives meeting the Member's needs.

**Custom Core List**: In addition to the Grainger Market Basket, we will offer the ability **for each agency** to create a Customized Core List. To drive additional cost savings while enhancing procurement stability, agencies can select a personalized market basket consisting of products the individual agency most frequently purchases. The Grainger Sales team will work with Agencies seeking to consolidate, standardize and to identify a product list and price.

**Functional Equivalents and Alternate Products:** Grainger Sales and Technical Product Team Members will engage OMNIA Partners' Members in evaluating **alternate products** that **meet agency requirements**. Focusing on the specific needs and projected time period, Grainger will analyze total cost in context of product variations addressing availability, stability, Unit of Measure metrics, and other factors to bring insight to provide greater cost efficiency while ensuring timely access to product.

b. Describe how your firm will meet the monthly usage reporting criteria. Submit a sample report.

[redacted]

c. Please include any value-added services that have not been listed in the scope of work. Services could include, but not limited to, safety shoe program, additional inventory management, emergency preparedness services, safety glove programs etc.

In addition to the value-added services offered in Section 3, Services, Grainger presents the following value-added services not in the scope of work:

**Grainger Sales and Team Member Expertise, Experience and Training:** The reality of Grainger's service to each Member is based on the expertise of its Sales and Customer Services Teams. Training is directed to providing expertise to government sectors and the products and services needed– public works, transportation infrastructure, healthcare, emergency services, secure firearms inventory, and the range of specialization unique to government. Grainger Team members are evaluated on how well each serves the particular sector.

This foundation of expertise is also reflected in Grainger's culture of compliance borne out of government sector ethics, training which is an ongoing requirement for each Government Team Member.

**Full Catalog Access:** As many City of Tucson OMNIA Partners' Members seek one contract vehicle to purchase all MRO requirements, Grainger will provide an incentive in that its offer will encompass the entire US portfolio of 1.6 million maintenance, repair, and operating supplies across more than 32 categories provided by 5,000 suppliers. Beyond contributing significant administrative and logistic efficiencies to City of Tucson OMNIA Partners' members, meaningful sustainability objectives will be obtained.

**Small, Woman-Owned and Diverse Businesses:** Grainger Sales and Diversity team members will engage OMNIA Partners' Members to understand their diversity, business/operational, and system requirements. The plan will outline how the Member can leverage Grainger's diversity solutions portfolio to achieve their goals. Elements of the plan may include adjustments to product pricing to expand reseller services and engagement.

**Warranty:** In addition to any manufacturer warranty, Grainger warrants products against defects in material and workmanship under normal use for a period of one (1) year after Member acceptance, unless otherwise stated.

## 2. Price Proposal

### A. Price Proposal

1. Provide a price proposal as requested on the Attachment H – Price Page Core Lists .

   a. Market Basket – Provides for the deepest discounts, as listed on the category discount sheet, on a variety of products to agencies nationwide. Products in this list represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity. Pricing for Market Basket items shall be provided to all Participating Agencies.

   b. Functional Alternatives – Provide items which can be substitutes for the corresponding items on the Market Basket which might provide better value but meet the same need. Items in the Functional Alternatives section of the price page will be evaluated as value-add items for the National Program. Pricing for Functional Alternatives shall be provided to all participating agencies.

      i. Using Attachment H, Price Page, complete the columns specified resulting in the proposed discount and net contract price for items offered nationally.

      ii. Using Attachment H, Price Page, complete the Category Discount page listing the percentage off discount price for each category provided.

      Within Attachment H, Price Page, Category Discount Page, Grainger has provided a discount percentage for each category. **Grainger has provided increased discounts within the following categories**: Adhesives, Lubrication, Paint, Electronics, and Fleet as compared to the current agreement. In addition to the HVAC category discount, Grainger will continue to offer a specific **HVAC Filter Category Discount of 40%.**

      In addition to the proposed Category Discount offer, Grainger will continue to provide the **Enhanced Category Discount Program** offer for members who wish to forgo the financial incentives in exchange for deeper category discounts. The Enhanced Category Discount Program will be available to members who have $250,000.00 or more in annual purchases and will consist of **an additional +3% deeper discount on most categories** in Grainger's offering. Program eligibility will be reviewed after each 12-month contract period and applied to the following contract period.

      iii. How often does the Offeror propose to update this list? Are there certain products that should be updated more frequently than others?

      Grainger proposes to update the Market Basket on an annual basis and upon mutual agreement of both parties will be active for the full 12 months of the following contract year. Grainger will not increase the Market Basket pricing during the contract year and if an

item is discontinued, the parties may agree upon replacement products during the annual Market Basket renewal.

Grainger reserves the ability to adjust pricing to reflect market conditions. These adjustments may include unforeseen significant increases in supplier costs due to changes in laws or regulations, imposition of tariffs, currency fluctuations, commodity or raw material price increases or other changes in conditions not reasonably foreseen by Grainger.

c. Customized Core List by Agency, individual local and state departments, and regional core lists– In addition to the National Core List, Offerors may provide customized core lists to agencies.

i. Describe Offeror's ability to provide customized core lists to agencies;

In addition to the Grainger Market Basket provided to the City of Tucson and OMNIA Partners' under Section 1a above, Grainger will offer the ability for individual and local departments and agencies to create **Customized Core Lists**. The Grainger Sales Team will assist agencies seeking to consolidate and standardize spend by identifying a product list and prices.

ii. The number of items Offeror proposes to provide on a customized core list:

The number of items in the Customized Core Lists will vary across agency circumstances and requirements. The Grainger Team will work with the individual agency towards a solution reflecting its unique needs.

iii. How often does the Offeror propose to update customized core lists.

Grainger proposes to update the individual department or agency Customized Core Lists on an annual basis and upon mutual agreement of both parties **will be active for the full 12 months** of the following contract year. Grainger will not increase the Customized Core List pricing during the contract year. If an item is discontinued, the parties may agree upon replacement products during the annual Customized Core List renewal.

[redacted]

iv. Describe any agency size or volume limitations.

Grainger **will not impose** any agency size or volume limitations to qualify for a customized core list.

v. Seasonal or Special Pricing: Describe any programs offered to promote special pricing to Participating Agencies.

Grainger's Sales Team will work with each individual OMNIA Partners' Members to determine if seasonal or special pricing on items is available to the Member and this information is also visible to a Member on Grainger.com.

**2. Describe how services proposed will be priced.**

[redacted]

[redacted]

3. The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

   Grainger's offer for the City of Tucson and OMNIA Partners' includes standard pre-paid freight for all catalog orders to all Agencies residing in large metropolitan areas and residing in rural areas.

   Prices shall be FOB Destination. Standard ground freight shipments paid by Contractor on all catalog product orders to the delivery location designated. All other freight charges imposed by freight carrier related to shipment of oversize, special handling, expedited or hazmat product(s) are paid by City/Members. Contractor shall retain title and control of all goods until they are delivered, and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City/Member will assist the Contractor in arranging for inspection.

4. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

   As stated above in the Price Proposal Section, the **National Core List** net prices will be held **firm for 12 months** from the contract award date ("Contract Year"). In the event a Core List item is discontinued, the parties will find a mutually agreeable replacement item and add such replacement item to the Core List. Grainger will review the Core List items on an annual basis to ensure continued customization and relevance. This data will be based on the information accumulated throughout the term of the contract. A review of this data is critical to ensure that the City of Tucson and Participating Public Agencies continue to receive the most significant savings on the items they purchase the most.

   Also as stated above in the Price Proposal Section, **Member Core List** individual net prices will be held **firm from the date** of the Member Core List implementation through the balance of the **applicable Contract Year**. As purchasing tendencies, market conditions or OMNIA Partners' Member habits change over the contract term Grainger will work with the OMNIA Partners' Member to update the Member Core List items to reflect those changes. Thereafter, the updated Member Core List items' net prices will be held firm through the applicable Contract Year.

[redacted]

5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

[redacted]

6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

[redacted]

**Grainger Branded Category Discount Program:** Program provides up to **an additional 3%** deeper discount by category, offered specifically on Grainger Branded items.

**Customer Specific Pricing (CSP):** In addition to the Core List Program, Grainger will offer **additional competitive discounts** and pricing in those cases where the City of Tucson and/or Participating Public Agencies make high volume and/or repetitive product purchases.

7. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

[redacted]

8. Provide proposed Payment Terms.

   Grainger's payment terms are NET 30.

## 3. Qualifications & Experience

### A. Qualifications and Experience

**1. COMPANY HISTORY**

Provide a brief history and description of your company.

**W.W. Grainger, Inc.**, founded in 1927 and incorporated in 1928. Grainger is a publicly held Fortune 500 company with shares traded on the New York Stock Exchange (NYSE). Grainger is the leading North American provider of maintenance, repair, and operating (MRO) supplies. Grainger's capabilities include:

- A strategic US distribution network of 250 branches, 14 distribution centers, and 6 bulk warehouses.
- An extensive product line of more than 1.6M products and over $2.3B of on-hand inventory.
- 99% of the U.S. postal codes are reachable the next day through our high-touch solutions North American supply chain network.
- Most customers receive next day product delivery; most in-stock orders are shipped the same day or within 24 hours.
- Proven experience in negotiating and implementing commercial and government multi-state, complex, nationwide contracts.

Grainger's investment in exceptional service, value-added programs, eProcurement solutions, KeepStock® inventory management solutions, a technology driven supply chain and physical presence throughout the US enables commercial, government and institutional customers to keep their people safe and facilities well-maintained.

Grainger is the incumbent provider of MRO products and services to the City of Tucson / OMNIA Partners. We remain committed to providing a contract of scope and scale meeting every MRO requirement at a competitive value to government agencies across the US.

**2. 3-YEAR ANNUAL SALES**

Provide a statement of your annual sales for the past 3 years.

Grainger's annual sales for the previous three fiscal years:

**2021:** $13B | **2022:** $15.2B | **2023:** $16.5B

**3. EXPERIENCE AND NATIONAL PRESENCE**

Highlight experience and strong national presence in the MRO industry.

Grainger provides MRO products and services throughout the 50 states, the District of Columbia and U.S. Territories. We have a substantial relationship with the federal government, including domestic and overseas facilities for the U.S. military. Grainger serves state agencies and authorities; county; cities and local governments; school districts, and public agencies. We have agreements with state university systems, transportation, port, and airport authorities.

[redacted]

[redacted] $2.3 billion in US inventory, 1.6 million products, 14 Distribution Centers, and 250 US branch locations, each carrying approximately $2 million of inventory. We maintain capacity to serve the US via six bulk warehouses to support positioning inventory for large or high demand

products. Under construction in Gresham, OR and Houston, TX are two additional distribution centers. Grainger maintains meaningful relationships with national transportation carriers, including FedEx, USPS, UPS, as well as regional carriers.

Grainger experience in helping government agencies, institutions and commercial businesses keep their operations running and their people safe is centered on customers wanting highly tailored solutions with real-time access to information and just-in-time delivery of products and services.

In the government sector, Grainger's work reflects understanding the values and processes associated with public procurement, including the requirements of each agency. Grainger's Government Sales Team, solely dedicated to government and healthcare customers, comprehends the budgetary processes that agencies rely on, and the competitive and transparency requirements related to acquiring goods and services. We align the compliance structures of the sector with delivering MRO products and services across the wide span of governmental responsibilities to agencies small and large.

Experience drives Grainger's commitment to understand requirements and challenges. Grainger value includes:

- Designated Sales Team expertise and experience assisting all Members.
- Deep Technical and Customer Service and Digital Platform infrastructure to assist customers search and choose products.
- A US Customer Contact Center network that responds to **73,000** customer interactions per day, including 20,000 orders via phone, e-mail, and chat.
- Support Team providing reporting and compliance structures.
- Branch Team Members assist customers in kitting and staging products.
- Companywide expertise and experience in responding to large and small emergency environments.

Grainger's 13-year history with the City of Tucson and OMNIA Partners reflects a relationship of devoted partnership. Our experience under the current agreement shapes much of how we structure our offers in the public sector. We embrace the opportunity to continue to serve the City of Tucson/OMNIA Partners' Members while expanding its customer base.

**4. TOTAL NUMBER & LOCATIONS OF SALESPERSONS**

Provide the total number and location of salespersons employed by your firm.

[redacted]

## 5. NUMBER & LOCATION OF SUPPORT CENTERS

Number and location of support centers (if applicable).

Grainger has three customer contact centers encompassing 1,800 Customer Support Associates. **These contact centers are in Janesville, Wisconsin, Lake Forest, IL, and Phoenix, Arizona**. Grainger contact centers are available **24 hours a day, 7 days a week** to assist our customers through phone, chat, and email. Bilingual support is provided.

The City of Tucson is supported by the Grainger Branch located at 3415 S. Dodge Blvd., Tucson, AZ, 85713-5434. It is part of Grainger's network of 250 branches eo ra hicall located to rovide convenient su ort to our customers. [redacted]

Please see ***Exhibit 06 Grainger US Branch & DC Locations*** which provides address information.

## 6. TEAM MEMBER QUALIFICATIONS

Describe the qualifications of your sales personnel and technicians.

- **Sales Personnel** | Grainger's team of [redacted] dedicated Government sellers are located throughout all 50 states and provide full geographic coverage of all state and local government members. They are specifically trained to manage government contracts and customers. All Grainger's sellers participate in Public Sector training and are required to certi annuall their Government Compliance Training and Grainger's Code of Ethics. [redacted]

  Across all Grainger disciplines is an understanding and commitment to how government agencies purchase goods and services, how agencies are funded and the compliance and transparency responsibilities that accompany the sector.

- **Field Safety** | Grainger's Field Safety Professionals bring in-field education, experience, and expertise to help customers address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, and productivity improvements.

  Our teams' Primary accreditations conferred by the Board of Certified Safety Professionals include:

  - ✓ Certified Safety Professional (CSP)
  - ✓ Associate Safety Professional (ASP)
  - ✓ Safety Trained Supervisor (STS)

- **Grainger Onsite Team Members** | are well versed in inventory management techniques, ordering processes, customer communications, inventory analytics, and the breadth of Grainger product and service offerings. In addition to managing your Grainger inventory, these regularly scheduled Onsite Team Members provide additional ongoing support including assisting with identifying Grainger product solutions, placing purchase orders, and addressing your invoicing and order expediting inquiries.

- **Grainger's Technical Product Support Team** | is a customer service group dedicated to

helping customers identify the right product for their application, troubleshoot issues, and provide expert advice and knowledge. Our team members have over 1000 years of combined hand on experience in their respective fields, including: Master Electricians, HVAC Service, Master Plumbers, Certified Safety Coordinators, Foundry Shop Foremen, Technical School instructors, City Maintenance Foremen, Manufacturing Assembly, Pneumatics Specialists and Pump Sales Engineers.

## 7. KEY PERSONNEL

Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Grainger has established a framework to address the City of Tucson/OMNIA Partners' contract management. Inquiries are addressed initially by the Member-aligned Grainger seller who engages necessary resources to address customer inquiries. If any matter cannot be resolved by Grainger's aligned Member seller, the seller will engage their immediate supervisor and escalate the matter to Grainger leadership until the issue is resolved.

Key Personnel for the City and OMNIA Partners' contract are listed below:

[redacted]

| | | |
|---|---|---|
| Ken White | National Government Sales Manager | Primary contact - Dedicated Point of Contact for the City of Tucson /OMNIA Partners' contract |

[redacted]

## 8. EXPERIENCE & REFERENCES

Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

[redacted]

**9. ADDITIONAL INFORMATION**

Please submit any additional information that you feel is applicable to your qualifications and experience.

[redacted]

*Grainger team members came together to assemble Science, Technology, Engineering and Math (STEM) literacy kits for child victims of domestic violence, ages K-5th grade.*

**Grainger has been the recipient of the following awards over the past 2 years:**

## 2024 Awards

*(year to date through March 12, 2024)*

**Glassdoor**
- Best Places to work 2024

**Barron's:**
- 100 Most Sustainable Companies

**Sustainability Yearbook**

**Sustainalytics**
- ESG Industry Top Rated Company

**Human Rights Campaign Foundation -**
- LGBTQ+ Workplace Inclusion

**Newsweek:**
- America's Greenest Companies 2024

**Forbes:**
- America's Best Large Employers

## 2023 Awards

**Fortune**
- **Best Workplaces**
  - For Women
  - For Millennials
  - In Chicago
- **Top 100**
  - Best Companies to Work for
- **Most**
  - World's Most Admired
  - America's Most Innovative

**MDM:**
- Top Industrial Distributor
- Top MRO Distributor

**Time**
- World's Best Companies

**Great Place to Work:** Certified

**Built In**
- U.S. Best Places to Work
- U.S. Best Large Places to Work
- Chicago Best Places to Work
- Chicago Best Large Places to Work

**Human Rights Campaign Foundation -**
- LGBTQ+ Workplace Inclusion

**Disability Equality Inc.**
- Best Places to Work
  - Score of 100

**National Organization on Disability (NOD)**
- Leading Disability Employer

**Forbes:**
- Global 2000
- Best-In-State Employers
- America's Best Employer's for Diversity

**Diversity Inc.**
- Top Ranked Regional Companies
- Top 50 Noteworthy List

**Newsweek:**
- America's Most Responsible Companies
- America's Greatest Workplace for Women
- Most Trustworthy Companies in America

**Campus Forward:**
- Large Early Career Program

## 2022 Awards

**Fortune**
- Best Workplaces for Women
- 100 Best Companies to Work for
- Fortune 500
- World's Most Admired Companies

**Military Times Best for Vets**

**Wall Street Journal**
- Top 250 Best Managed Companies

**Industrial Distribution Big 50 List**

**Great Place to Work:** Certified

**Built In**
- U.S. Best Places to Work
- U.S. Best Large Places to Work
- Chicago Best Places to Work
- Chicago Best Large Places to Work

**Human Rights Campaign Foundation -**
- LGBTQ+ Workplace Inclusion

**Campus Forward:**
- Large Early Career Program

## SUMMARY

Throughout Grainger's response to the City of Tucson/OMNIA Partners Request for Proposals to provide Maintenance, Repair and Operations products and services to government and institutional sector agencies, we have strived to relate our deep commitment to the public sector. This is reflected in our competitive pricing, broad and accessible products, ability to deliver products when needed and digital platforms that make shopping easier. Team Member expertise reflects our commitment to be essential to every City of Tucson/OMNIA Partner Member. It is a privilege to work with the City of Tucson/OMNIA Partners. Our proposal seeks to continue the trust you have placed in us.

● Thank you for considering our proposal ●

# Appendix

Please see the following information included in as a separate PDF attachment.

**Services**

1. Exhibit 01 Sourcing Terms and Conditions
2. Exhibit 02 WWW ESG Report
3. Exhibit 03 Grainger Safety Assessment
4. Exhibit 06 Grainger US Branch 7 DC Locations

**Other Requested or Referred-to Information**

5. Exhibit 04-1 Sample Invoice
6. Exhibit 04-2 Sample Invoice
7. Exhibit 05 Item Purchase History (IPH) Report
8. Exhibit 07 City of Tucson Business License

# G. SPECIAL TERMS AND CONDITIONS

## G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see http://www.mesaaz.gov/home/showdocument?id=23638 for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

## G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

## G.3. FEDERAL TRANSIT ADMINISRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications".

## G.4. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

## G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional one-year periods or portions thereof.

The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, please reference OMNIA Partners Attachment F, Exhibit A, 1.4 Award Basis, 2nd paragraph.

## G.6. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS

The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

## G.7. SUBCONTRACTORS

No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

## G.8. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR

In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor’s company, including its sale, merger, consolidation or dissolution.

# H. INSURANCE REQUIREMENTS

## H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an “A.M. Best” rating of not less than A-VII:

## H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000
B. General Aggregate: $2,000,000
C. Products & Completed Operations Aggregate: $2,000,000
D. Personal and Advertising Injury: $1,000,000
E. Blanket Contractual Liability: $1,000,000

## H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

## H.4. Worker's Compensation

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory
B. Employer's Liability: $1,000,000
C. Disease Each Employee: $1,000,000
D. Disease Policy Limit: $1,000,000
E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

## H.5. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

## H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

## H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

## H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

## H.9. Verification of Coverage

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

## H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

## H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

## H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

# I. STANDARD TERMS AND CONDITIONS

## I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

## I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

## I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

## I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

## I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

## I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

## I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

## I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

## I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

## I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

## I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

## I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

## I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

## I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

## I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City’s prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

## I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor’s and its subcontractors’ compliance with this warranty.

## I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

## I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

## I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

## I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

## I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

## I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

## I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

## I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

## I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

## I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

## I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

## I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

## I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

## I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

## I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

## I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

## I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

## I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

## I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

## I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

## I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

## I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

# J. VENDOR QUESTIONNAIRE

## J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by ___0__%, if payment is made within __NA____ days. These payment terms shall apply to all purchases and to all payment methods.

## J.2. Cooperative Purchasing Program

### [redacted]Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes
☒ No

### [redacted]If yes, state percentage.

## J.3. City of Tucson Business License

Does your firm have a City of Tucson Business License? Yes.

If yes, please provide a copy of your City of Tucson Business license in the next question.

### [redacted]City of Tucson Business License

If yes on the above question please upload your business license. Please see Exhibit 07.

## J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form

### [redacted]Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

### [redacted]Pricing Proposal*

Please upload your Pricing Proposal (if applicable).

*Response required

## [redacted]Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

# OFFER AND ACCEPTANCE

## OFFER

**TO THE CITY OF TUCSON:**
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendum in the Request for Proposal which is incorporated by reference as if fully set forth herein.

W.W. Grainger, Inc.
Company Name

100 Grainger Parkway
Address

Lake Forest IL 60045
City State Zip

Ken White
Signature of Person Authorized to Sign

Ken White
Printed Name

National Government Sales Manager
Title

For clarification of this offer, contact:

Name: Ken White

Title: National Government Sales Manager

Phone: 720-988-7669

Fax: NA

E-mail: ken.white@grainger.com

## ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 240078 -- 01.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

This 2nd day of October 20 24

Regina Vassen for
As Tucson City Attorney and not personally

Awarded:

This 2nd day of October 20 24

Nathan Dawn
As Director of Business Services and not personally

# PPA ATTACHMENT F

**Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

**CONFIDENTIALITY**

Information contained in this proposal is owned by W.W. Grainger, Inc.("Grainger"). Sections redacted are Confidential and Proprietary, Trade Secret protected. The contents of this proposal are solely intended for use by the City of Tucson / OMNIA Partners or Members to assist in the evaluation of Grainger's proposal and subsequent ordering of products from Grainger and may not be disclosed to any person not an employee of the City of Tucson / OMNIA Partners and Member without the prior written consent of Grainger.

This proposal will remain valid for 90 days from date of submission. After 90 days, if the offer is not accepted as stated, Grainger reserves the right to rescind or adjust this offer with no obligation to the City of Tucson / OMNIA Partners or Members.

If Grainger experiences a material increase in its cost to supply any Catalog Product as a result of, among other things, changes in laws or regulations, impositions of tariffs, increases in commodity prices, extraordinary events (e.g., COVID-19 pandemic) that significantly impact the global supply chain, or other changes in conditions not reasonably foreseeable to Grainger and, following notice to the City of Tucson and Omnia Partners, Grainger reserves the right to revise proposal prices.

## 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

### 1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $250 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g.,

governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. All Supplemental Agreements may have a full potential term (any combination of initial and renewal periods) not to exceed the five years. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

## 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

# 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

## 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

**Overview:** With 2023 sales of $16.5 billion, Grainger is the largest broad line Maintenance, Repair and Operations (MRO) distributor in the US and Canada. We serve more than 4.5 million corporate, government and institutional customers worldwide with innovative technology and deep customer relationships. Our customers have access to more than 1.6 million products and solutions via our purpose-driven culture and making a positive impact on our communities and the environment.

For over 97 years, Grainger has remained committed to helping professionals keep their operations running and their people safe by staying ahead of customer needs. Grainger's advantaged supply chain network supports multichannel offerings including branches, eCommerce channels and comprehensive inventory management. Grainger embraces its responsibilities to its customers, shareholders, and the communities it serves via:

- A strategic US distribution network of 250 branches, 6 bulk warehouses and 14 distribution centers (DC) supporting the City of Tucson and OMNIA Partners' Members with future DCs in Houston, TX, and Gresham, OR.
- An extensive product line and over $2.3 billion of on-hand inventory to meet agency requirements.
- Most customers receive next day product delivery; most in-stock orders are shipped within 24 hours.
- Proven experience in negotiating and implementing state and local government and healthcare sector multi-state, complex, nationwide contracts.

Grainger holds an advantaged position with its team member expertise, supply chain proficiencies and a broad in-stock product offering. We commit substantial investment to product acquisition, maintaining high inventory, delivery infrastructure, technology that discerns what products customers need and in the technical expertise of sales and technical support teams.

B. Total number and location of salespersons employed by Supplier.

[redacted] Through all 50 states, the District of Columbia and US Territories, this **government-dedicated sales team** understands specific customer challenges and drives overall savings in procuring products.

The following chart presents the sellers' locations per state

C. Number and location of support centers (if applicable) and location of corporate office.

Grainger has three **Customer Contact Centers** that support over 1,800 Customer Support Associates. These contact centers are in Janesville, Wisconsin, Lake Forest, Illinois, and Phoenix, Arizona. Grainger contact centers are available 24 hours a day, 7 days a week to assist customers through phone, chat, and email.

Grainger's corporate headquarters is located in Lake Forest, IL.

D. Annual sales for the three previous fiscal years.

Grainger's annual sales for the previous three fiscal years:
**2021:** $13B | **2022**: $15.2B | **2023:** $16.5B

- ✓ Submit FEIN and Dunn & Bradstreet report.

**FEIN:** 36-1150280
**D&B:** 005-10-3494 | ***Please see Exhibit O01 D&B report included with our submission.***

E. Describe any green or environmental initiatives or policies.

Grainger recognizes the urgency of climate change and are dedicated to reducing our carbon, water and waste footprint in our operations and throughout our value chain. We are focused on reducing our dependence on non-renewable energy, improving energy efficiency and embedding sustainability into every aspect of our operations. Since 2009, Grainger has annually disclosed to the Carbon Disclosure Project (CDP), providing details on business risks and opportunities related to climate change. Grainger is proud to have received an A- rating from the CDP in 2022, which places us in the leadership level and indicates climate stewardship best practice.

Our initiatives to reduce dependence on non-renewable energy consumption include: 1. Increasing solar energy use at our facilities, 2. Improving technology and efficiency in our building management systems, 3. Implementing high-efficiency HVAC life cycle replacements, and 4. Transitioning from traditional Powered Industrial Equipment (PIE) batteries to hydrogen fuel cells.

Our current climate target, set in 2020, is to reduce global absolute Scope 1 direct emissions (those owned or controlled by a company) and Scope 2 indirect emissions (those emissions that are a consequence of the activities of the company but from sources owned or controlled by a company) by 50% by 2030, using a 2018 baseline. This target aligns our Scope 1 and Scope 2 reductions with the level of reduction required to limit global temperature rise to 1.5 degrees Celsius. Steady progress has been made toward achieving this target. Since 2018, we have reduced global absolute Scope 1 and Scope 2 emissions by 26%. In 2022, our total global Scope 1 and Scope 2 (market based) GHG emissions totaled nearly 92,000 metric tons of CO2e.

Grainger recognizes the importance of reducing Scope 3 emissions to mitigate climate risks and our environmental impact. Scope 3 considers all indirect emissions (not included in Scopes 1 and 2) that occur upstream and downstream from Grainger's operations. Most of our Scope 3 impact resides in the product-use phase, or the energy required to operate the products Grainger sells. In 2022, we made progress in our Scope 3 strategy by further assessing our data quality and identifying suppliers that contribute to most of our Scope 3 emissions.

We continue this progress by refining our calculation methodology, improving our data sources, and engaging with suppliers and partners, particularly those critical to how we serve our customers.

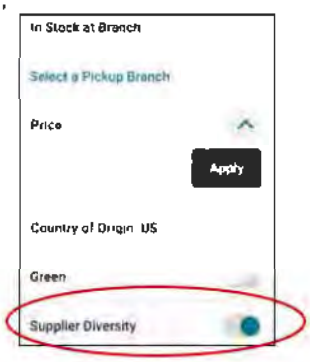
F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

**Diverse Partners to Use through the Master Agreement**

Grainger recognizes the importance of helping meet diverse procurement goals or mandates. Our Diversity Solutions program supports the economic empowerment of diverse and small businesses. We help customers meet their diversity requirements through our breadth of products, supply chain, services and diversity expertise including our network of diverse suppliers, authorized resellers, and service providers.

**Grainger's Supplier Diversity Program**

Grainger's Supplier Diversity Program affords Members access to diverse manufacturers and suppliers through its catalogs and distribution channels. This program is designed to grow the sector while helping Members get their jobs done with quality products from diverse business enterprises (DBEs).



*Customer's may search easily for Supplier Diversity products on Grainger.com.*

The economic impact of this program continues to increase. As of 2022, Grainger's Supplier Diversity program features:

- Approximately 7,000 Diverse Business Enterprises are part of Grainger's High-Touch Solutions U.S. Supplier Diversity Program, which includes direct and indirect spend.
- More than $2 billion on products from small businesses, including woman-, minority-, veteran-, LGBTQ+- and disabled person–owned businesses, and HUBZone and disadvantaged businesses.
- Registered suppliers are audited monthly to maintain active supplier diversity certificates.
- Products from diverse manufacturers and suppliers are identified with this diversity symbol on Grainger.com and in the catalog and index.
- On Grainger.com, customers can use the search keywords "Supplier Diversity" or use the Supplier Diversity toggle filter to shop for products from diverse suppliers exclusively.

## Authorized Grainger Reseller Program

The **Authorized Grainger Reseller Program** includes a network of more than 100 certified **DBE resellers** authorized to sell Grainger MRO products. Grainger contracts with small and diverse businesses to sell directly on the Grainger agreement to the end customer. Resellers in the Diversity Alliances program are under contract and provide independent resale of MRO products purchased from Grainger. These authorized resellers have access to Grainger's full product offering. These DBE resellers include historically underutilized business zones (HUBs), minority-, woman-, and veteran-owned businesses.

The authorized reseller program enables customers greater access to products and services and provides reach to segments and contracts mandated or prioritized for DBEs. The program allows Grainger resellers to offer niche, value-added services and a broader selection of products.

Grainger and the authorized reseller will engage customers to discuss how best to serve the City of Tucson and OMNIA Partner Member including the

range of possible service and values that can be provided. DBEs often provide other services such as installation, kitting, product assembly, stenciling/engraving/labeling, delivery, and barcoding. These services encompass adjustments in product and solution pricing. The plan will outline how the customer can leverage Grainger's diversity solutions portfolio to achieve its goals.

**OMNIA Partners' Authorized Resellers and Certifications**

| OMNIA Partners' Authorized Reseller | Certification |
|---|---|
| Aviate | SDVOSB, VOSBE, DSVOB, VBE, SBA, DVBE, SWaM |
| Black Box Safety | DVBE, SDVOSB, SLBE, SB, SDVOB, DVBE |
| Burgoon | WOSB, SBA, TXHub |
| Cal State Supply | SB |
| Collier Hardware | SB |
| Elevating Sales | DVBE, SB |
| Gordon Industrial | SB |
| Mavich | MBE, WBE, TXHub |
| Northgate | MBE |
| Pacific Office Solutions | WBE, KC SCS, SBA, WOSB, DBE |
| Peer Consultants | MWBE, MBE |
| Stygian | SBE, MBE, SB |

*Authorized Resellers above are aligned to the City of Tucson OMNIA Partners contract. (Grainger currently supports over 100 Authorized Resellers in our Diversity program.)*

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

✓ Minority Women Business Enterprise ☐ Yes ☒ No

If yes, list certifying agency: _____

✓ Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No

If yes, list certifying agency: _____

✓ Historically Underutilized Business (HUB) ☐ Yes ☒ No
If yes, list certifying agency: _____

✓ Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No
If yes, list certifying agency: _____

✓ Other recognized diversity certificate holder ☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Grainger is an authorized distributor of MRO product and related services. As a distributor of services, Grainger does not retain or employ subcontractors, but instead offers Participating Entity Agencies access to suppliers, vendors, manufacturers and service providers that are vetted, insured, and contractually aligned with Grainger, selling product and service solutions to Participating Entity Agencies, saving them time, money and resources while keeping their people safe.

I. Describe how supplier differentiates itself from its competitors.

Grainger is the largest broad line MRO distributor in the US and Canada. Serving more than 4.5 million customers worldwide. We have the financial strength and reach to provide value to every customer in regular and emergency environments. This value, including dedicated salespeople and technical support experts, enables us to know in detail every customer and its challenges. The 1.6 million products and solutions offered is supplemented by enormous sourcing ability extending to 16,000 suppliers. Grainger's fundamental, to be essential to every customer, is the basis of investment in team members, product innovation, digital platforms and delivery to the customer.

Beyond financial resources, depth and availability of product, are advanced digital platforms shaped to customer ease of search and purchase. By knowing the customer in detail, Grainger anticipates customer need and designs its digital purchasing platforms to assist customer search, compare and purchase processes.

Grainger is a value-based company. Our work supporting OMNIA Partners' Members is the highest of responsibilities. If fortunate, Grainger will continue to serve the City of Tucson and OMNIA Partners' Members by understanding the responsibilities and challenges of each and all that this RFP entails. By doing the right things the right way, we benefit our customers, communities where we live and work and our shareholders.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

W.W. Grainger, Inc. is a publicly held company with over 25,750 employees, numerous locations, involved in international operations, and is party to thousands of contracts and other relationships. From time to time the Company is involved in various other legal and administrative proceedings that are incidental to its business, including claims related to product liability, general negligence, contract disputes, environmental issues, wage and hour laws, intellectual property, employment practices, regulatory compliance or other matters and actions brought by employees,

consumers, competitors, suppliers, or governmental entities. As a government contractor selling to federal, state, and local governmental entities, the Company is also subject to governmental or regulatory inquiries or audits or other proceedings, including those related to pricing compliance. It is not expected that the ultimate resolution of any of these matters will have, either individually or in the aggregate, a material adverse effect on the Company's consolidated financial position or results of operations. While Grainger cannot provide you with all of the specific information you request with respect to each lawsuit, Grainger can state that, to the best of its knowledge and belief, without conducting exhaustive investigations or inquiries, there are no lawsuits that, if unfavorably concluded against this company would have a material adverse impact on its financial condition or ability to do business.

K. Felony Conviction Notice: Indicate if the supplier

- ✓ is a publicly held corporation and this reporting requirement is not applicable;
- ✓ is not owned or operated by anyone who has been convicted of a felony; or
- ✓ is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against supplier.

### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Grainger's proposal encompasses its **entire catalog of 1.6 million MRO products** and services **covering the breadth of MRO categories.** Our offering captures the routine to specialized MRO product or service; it is supplemented by sourcing proficiency. The portfolio is continually enhanced to meet evolving customer needs.

**Products include the following MRO categories:**

## REQUESTED PRODUCTS

**The sub-categories listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.**

| Category | | Key Sub-Categories | |
|---|---|---|---|
| | Motors & Power Transmission<br>25 Subcategories<br>~ 81 Manufacturers | - General<br>- Definite Purpose<br>- HVAC Motors<br>- Gear Motors<br>- Bearings | - V-Belts & Accessories<br>- Sheaves & Pulleys<br>- Shaft Couplings, Collars & Universal Joints<br>- Power Transmission Belts<br>- Speed Controls |
| | Electrical Supplies<br>35 Subcategories<br>~ 240 Mfr. / Suppliers | - Distribution<br>- Controls<br>- Wire<br>- Cable<br>- Voice & Data Supplies | - Switches<br>- Starters & Contactors<br>- Fuses, Relays, Plugs, & Receptacles<br>- Wire Management & Connectors<br>- Extension Cords & Outlet Strips |
| | Lighting<br>17 Subcategories<br>~ 108 Manufacturers | - Lamps<br>- Ballasts<br>- Fixtures<br>- Task Lighting<br>- Flashlights & Batteries | - Lighting Controls & Control Systems<br>- Bulb & Lamp Recycling<br>- Emergency Lighting & Exit Signs<br>- Indoor LED Light Fixtures<br>- Job Site Lighting |
| | Tools<br>50 Subcategories<br>~ 286 Manufacturers | - Hand Tools<br>- Power Tools<br>- Outdoor Tools<br>- Automotive Tools<br>- Tool Storage | - Hammers & Striking Tools<br>- Plumbing Tools<br>- Demolition Tools & Equipment<br>- Finishing Tools<br>- Electrical Tools |
| | Measuring Tools & Test Instruments<br>28 Subcategories<br>~ 150 Manufacturers | - Calipers<br>- Gauges<br>- Inspection<br>- Micrometers<br>- Multimeters | - Pressure & Vacuum Measuring<br>- Electrical Power Testing<br>- Temperature & Humidity Measuring<br>- Nonelectrical Properties Testing<br>- Data Recording |
| | Pneumatics<br>13 Subcategories<br>~ 117 Manufacturers | - Pneumatic Tool & System Components<br>- Air Compressors<br>- Hydraulics<br>- Pneumatic Hose Fittings & Couplings<br>- Compressed Air Treatment | - Hydraulic Hose Fittings & Couplings<br>- Hydraulic Filtration<br>- Hydraulic Valves<br>- Hydraulic Hoses<br>- Distribution Equipment |
| | Machining & Cutting Tools<br>69 Subcategories<br>~ 170 Manufacturers | - Drill Bits<br>- Taps & Dies<br>- Blades<br>- Counterbores & Countersinks<br>- Abrasives | - Threading<br>- Milling<br>- Sanding Disks & Kits<br>- Cut-Off & Grinding Wheels<br>- Sanding Belts & Kits |
| | Material Handling, Storage & Packaging<br>62 Subcategories<br>~430 Manufacturers | - Ladders<br>- Hoists<br>- Shelving<br>- Strorage<br>- Furniture | - Packaging<br>- Casters<br>- Carts & Trucks<br>- Drums<br>- Pallet Jacks |
| | Welding<br>24 Subcategories<br>~ 70 Manufacturers | - Welding Equipment & Supplies<br>- Filler Metals<br>- Welding Safety Equipment<br>- Soldering<br>- TIG Welding & Accessories | - MIG Welding & Accessories<br>- Welding Supplies<br>- Plasma Cutting & Accessories<br>- Welding Cables Grounds & Accessories<br>- Welding Chemicals |

## REQUESTED PRODUCTS (continued)

**The sub-categories listed here represent all REQUESTED & OTHER categories and provide the breadt and depth of our current offer.**

| | | | |
|---|---|---|---|
| | Fasteners & Adhesives<br>26 Subcategories<br>~103 Manufacturers | - Nuts, bolts, washers, screws<br>- Hooks, flat stock<br>- Raw Materials (Metal, Rubber, Plastic)<br>- Glue & Cement | - Tapes<br>- Threadlockers<br>- Adhesives & Glue<br>- Concrete, Asphalt & Masonry<br>- Dispensing Guns |
| | Lubricants, Sealants & Paint<br>25 Subcategories<br>~148 Manufacturers | - Grease<br>- Oil<br>- Penetrates Sealants<br>- Caulk<br>- Paint | - Lubricants<br>- Oilers, Reservoirs & Sprayers<br>- Grease Feeders & Precision Metering Pumps<br>- Stains & Equipment<br>- Paint Booths, Paint Sprayers & Tools |
| | Safety & Security Supplies<br>59 Subcategories<br>~ 450 Mfr. / Suppliers | - Spill Containment & Storage<br>- Fire Protection<br>- Personnel Protection Equipment (PPE): Eye, foot, workwear, hearing, hand, head & respiratory<br>- Instrumentation | - Signs, labels, tags & security<br>- Door & Window Security<br>- Alarms & Warnings<br>- Video Surveillance<br>- Access Barriers & Crowd Control |
| | Cleaning Equipment & Supplies<br>17 Subcategories<br>~ 300 Manufacturers | - Chemicals<br>- Equipment<br>- Restroom<br>- Paper<br>- Waste Containers | - Cleaning<br>- Odor Control<br>- Janitorial Carts & Supply Holders<br>- Trash Bags<br>- Waste Containers |
| | HVAC Supplies<br>27 Subcategories<br>~ 270 Manufacturers | - Controls<br>- Heaters<br>- Air Conditioning<br>- Air Treatment<br>- Fans | - Ventilators<br>- Blowers<br>- Central Equipment<br>- Air Filters<br>- HVAC Controls & Thermostats |
| | Pumps & Plumbing<br>60 Subcategories<br>~ 320 Manufacturers | - Submersible, Centrifugal, Water System & Displacement Pumps<br>- Pipe, Valves, Heaters, Coolers, Filtration & Faucets<br>- Pipe Fittings & Couplings<br>- Pipe & Tubing | - Tube Fittings<br>- Toilets, Urinals, & Repair Parts<br>- Faucets, Hose Bibs, & Hydrants<br>- Shut-Off Valves<br>- Drum Pumps<br>- Sump, Effluent & Sewage Pumps |
| | Emergency Preparedness<br>26 Subcategories<br>~ 59 Manufacturers | - Sand Bags<br>- First Aid Supplies<br>- Diaster Recovery Products<br>- Emergency Water & Food Rations<br>- Decontamination Shower | - Incident Command & Triage Supplies<br>- Emergency Response Cots & Beds<br>- Earthquake Safety Devices<br>- Off-Grid Energy Equipment & Accessories<br>- Emergency Lightstick |

## OTHER Product Categories
### Sub-Categories

| | | | |
|---|---|---|---|
| | Sourcing | Non-Grainger catalog products & services | |
| | Fleet & Vehicle Maintenance<br>19 Subcategories<br>~ 300 Manufacturers | - Tire & Wheel<br>- Automotive Electrical<br>- Automotive Maintenance Tools<br>- Automotive Chemicals<br>- Automotive Towing | - Automotive Exterior<br>- Automotive Mechanical<br>- Vehicle Lighting<br>- Automotive Cleaning/Appearance<br>- Automotive Interior |
| | Hardware<br>18 Subcategories<br>~ 120 Manufacturers | - Door Hardware<br>- Hardware Supplies<br>- O-Rings & O-Ring Kits<br>- Latches, Hasps, & Hinges<br>- Door Locks & Deadbolts | - Magnets & Magnetic Strips<br>- Window Hardware<br>- Electromagnetic Locking Systems<br>- Braces & Brackets<br>- Springs |
| | Office Supplies<br>23 Subcategories<br>~ 180 Manufacturers | - Boards & Easels<br>- Writing & Correction<br>- Computer Supplies & Media<br>- Office Paper & Notebooks<br>- Office Organizers | - Flags, Flag Poles & Accessories<br>- Binders & Clipboards<br>- Calendars & Planners<br>- Document Covers, Displays & Frames<br>- Laminating & Binding Equipment |
| | Lab Supplies<br>24 Subcategories<br>~ 200 Manufacturers | - Labware & Lab Chemicals<br>- Water Testing Equipment & Meters<br>- Lab Consumables<br>- Lab Ovens, Heating & Refrigeration | - Lab Utensils<br>- Lab Instruments<br>- Lab Storage & Transport<br>- Particle Sizing<br>- Lab Equipment |
| | Outdoor Equipment<br>23 Subcategories<br>~220 Manufacturers | - Insect & Pest Control<br>- Pressure Washers & Accessories<br>- Garden Hoses & Sprinkler Systems<br>- Shovels, Tampers & Digging Tools | - Sprayers & Spreaders<br>- Cutting & Pruning Tools<br>- Snow & Ice Removal<br>- Power Brushes, Yard Vacuums & Leaf Blowers<br>- Rakes & Cultivating Tools<br>- Fencing & Fencing Hardware |
| | Electronics & Appliances<br>5 Subcategories<br>~ 100 Manufacturers | - Two-way Radios & Accessories<br>- Communications<br>- Electronic Communication Equipment<br>- Intercoms & Speakers<br>- Batteries & Battery Chargers | - Audio Equipment<br>- Video Equipment<br>- Data Entry Devices & Accessories<br>- Ovens, Refrigerators, Ice Machines<br>- Food Processesors, Garbage Disposals & Hardware |
| | Hospitality & Food Service<br>30 Subcategories<br>~ 139 Manufacturers | - Food Service Disposables & Dispensers<br>- Food Service Cookware & Preparation<br>- Food Service Snack Foods & Condiments<br>- Bed, Bath & Table Linens | - Food Processing<br>- Food Service Storage & Transpert<br>- Hospitality Uniforms & Workwear<br>- Food Service Apparel<br>- Guest Room Amenities |
| | Reference & Learning Supplies<br>5 Subcategories<br>11 Manufacturers | - Classroom Supplies<br>- Books & Book Supplies | |

**Services**: Grainger's services illustrated below will be made available to the City of Tucson and OMNIA Partners' Members and include:

| Sourcing | Consulting Services | Safety Services | Inventory Management | Sustainability Solutions | Services & Solutions | Emergency Preparedness | Training & Education |
|---|---|---|---|---|---|---|---|
| Access to 5M+ Additional Products | Storeroom Layout & Optimization | Field Safety Professionals Audits & Assessments | Vendor Managed Inventory (VMI) Solutions | 60,000 EPP Products | Safety Services: Lock-Out / Tag-Out, Fall Protection, Turnarounds | 24/7 Disaster Support | Grainger KnowHow® Online Training |
| Over 16,000 Grainger Sourcing Suppliers | Procure to Pay Baseline | Grainger Site Assessment | Vending | Sustainability Landing Page | Energy Solutions: Solar, HVAC Retrofits, Electric Vehicle Charging Stations | Extended Branch Hours | Specialty Workshops & Technical Training |
| Product Line Extensions | Product Standardization | Online Solution Center | Managed (Grainger & Non-Grainger | Sustainable Services: Energy, Waste, Air Quality & Water | Facility: Roofing, Paving, Fencing, Lab Furniture & Equipment | Emergency Preparedness Catalog | Fee-Based Training by Vetted, Insured Third-Party Suppliers |
| Flexible Fulfillment including Drop-Ship | Supplier Consolidation | Managed Footwear Program & Shoemobile | Customer Managed (CMI) Solutions | Member Rebates | Custom Product Center | Emergency Preparedness Landing Page | Grainger Show Face-to-Face Supplier Trainings |
| Dedicated Team | Data Quality | Prescription Eyewear Program | Onsite Store & Trailer | Lighting Services | EHS Digital Services | Critical Supplies Prepositioned for Members | Onsite Key Supplier Training |

Similar to Grainger continually adding products to its catalog, as new services become available, Grainger will automatically make each available to Participating Agencies and OMNIA Partners' Members.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Grainger products and services are offered throughout the United States, the District of Columbia, and US Territories. Grainger's company owned supply chain makes inventory available to customers on a just-time-time basis. Grainger branches and Distribution Centers tailor inventory to Member location demands to ensure product is available for immediate pickup, same-day shipment or same-day delivery.

Our advanced algorithms continuously review inventory and stocking levels to determine the fastest means of delivery for each customer. This analytical approach allows Grainger's supply chain to know where a particular product is, when it is required to be at a customer's location, and what the fastest means of delivery are.

Through this world class supply chain, Grainger fulfills most orders within 2 service days. Grainger also has ability to use local delivery sources, such as messenger services or common carriers, for emergency deliveries.

In respect to services, the Grainger sales team partners with Members to identify and implement services based on Member requirements. For fee-based services, we leverage a **nationwide network of third-party providers** in the areas of EH&S, Energy, and Facility solutions, helping customers address critical external and operational challenges they face every day.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Grainger's pricing team will apply coding to each Participating Agencies' account numbers (locations) within our company wide SAP Business Enterprise System. This coding will include the Master Agreement's pricing and freight terms, as well as all contract terms and conditions unique to your agreement. **No matter the ordering channel accessed, the Participating Agency's specific contract pricing will be available to all locations via the customer's account number.**

If a Member seeks to perform an audit, Grainger will assist in providing reporting for historic purchases including price, category, or other information. Data up to three years beyond the order invoice data and/or purchase order history up to three years beyond the order invoice date is available. Members can also verify Contract Reference Price on grainger.com or download OMNIA Partners' market basket pricing.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Grainger team members process all orders for end users, including assistance provided by our contact centers. Grainger engages third party carrier companies to deliver orders to our customers. Some third-party suppliers or manufacturers may ship product direct to Grainger customers.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Grainger's distribution network includes 14 Distribution Centers with 16.5 million square feet and 250 US branch locations, each carrying approximately $1 M of inventory. Storage capacity has been increased by recent investment in six new bulk warehouses nationally. Grainger's over **$2.3 billion** in on-hand inventory is supported by a network of over 4,5**000 Grainger key suppliers** and manufacturers.

**Branch Network:** Each of the 250 branches carries inventory ranging from $1.7 M to $10 M within 23,000 square feet and average 13 employees. Branch locations operate Monday – Friday, 8am – 5pm local time, with some variance in hours. Branch team members will assist the City of Tucson and OMNIA

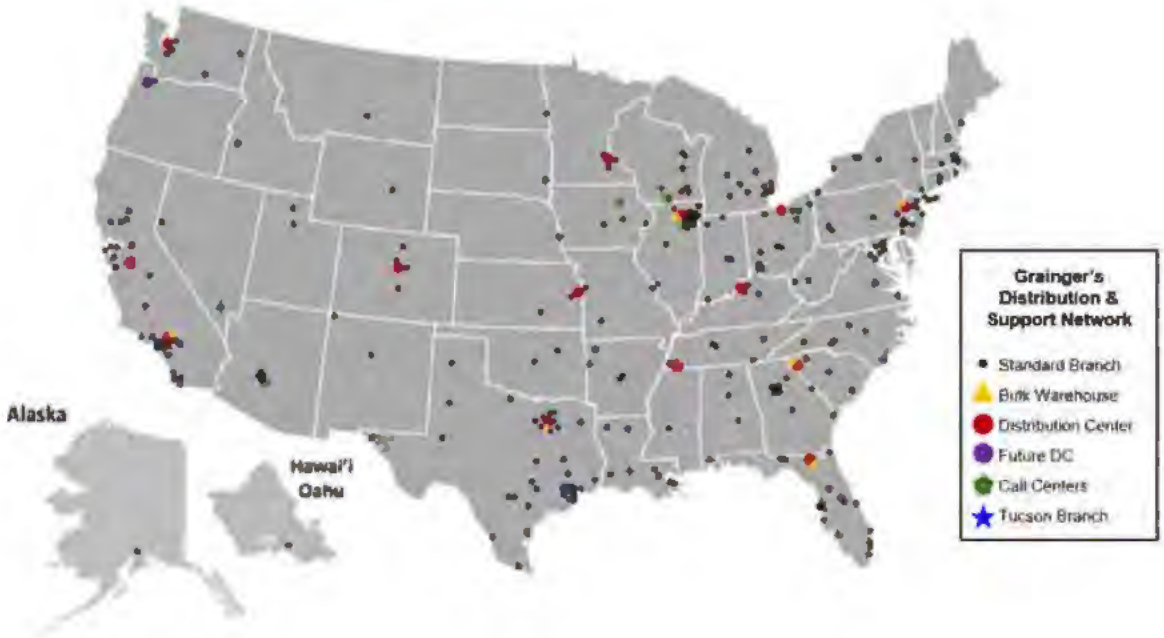
Partners' Members with purchasing decisions. Emergency support is available 24/7.

**Distribution Centers**: Grainger DC's range in size from 35,000 to 1,500,000 million square feet; 5 exceed 1,000,000 square feet. T**wo new** DCs currently under construction in Houston, TX, and in Gresham, OR will contain 1.2 M sq ft and 535,000 sq ft, respectively. Stocking approximately 1.4 million of the fastest selling products, Grainger's technology systems and equipment enable most customer orders and branch inventory replenishment to be met by the DCs. The DCs ship orders directly to the customer or branch location. The following chart provides details of each DC:

| Location | SKUs | Square Footage | Inventory Value |
|---|---|---|---|
| Southaven, MS | 111,000 | 230,000 | $35M |
| Cleveland, OH | 134,000 | 395,000 | $60M |
| Dallas, TX | 150,000 | 560,000 | $90M |
| Greenville, SC | 305,000 | 1.1 million | $135M |
| Jacksonville, FL | 119,000 | 230,000 | $35M |
| Kansas City, MO | 131,000 | 1.3 million | $60M |
| Minooka, IL | 464,000 | 1.1 million | $195M |
| Mira Loma, CA | 133,000 | 345,000 | $60M |
| Patterson, CA | 269,000 | 820,000 | $120M |
| Bordentown, NJ | 283,000 | 1.3 million | $150M |
| Denver, CO | 73,000 | 45,000 | $9M |
| Plymouth, MN | 89,000 | 35,000 | $10M |
| Seattle, WA | 88,000 | 56,000 | $13M |
| Louisville, KY | 200,000 | 1.5 million | $70M |

Please see ***Exhibit O02 Grainger US Branch Locations*** which provides address information.

***Grainger's US Distribution Network***



### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

[redacted]

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

[redacted]

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

[redacted]

[redacted]

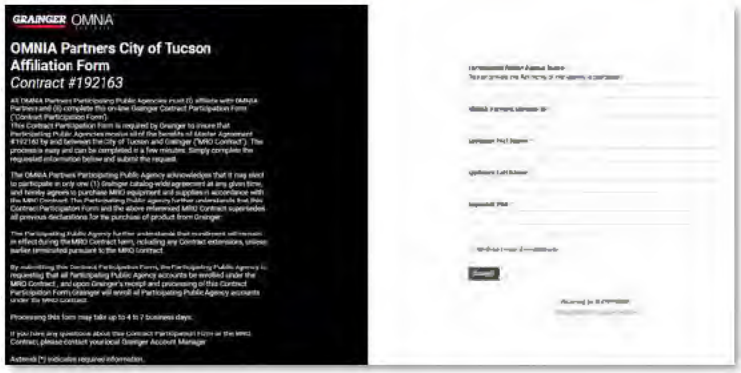
[redacted]

[redacted]

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

**Existing Members:** Upon award, existing Members that are purchasing products under the current City of Tucson contract **will be automatically transitioned** to the new Master Agreement from the first day it takes effect. **No further action will be needed;** however, some Members may require agreement to additional terms to affiliate to the contract. We will work through this with each Member if required.

**Prospective Public Agencies:** New public agency customers seeking to use the City of Tucson and OMNIA Partners Master agreement will execute an affiliation document. Affiliation declaration can be done electronically through the dedicated OMNIA Partners landing page as well as Grainger.com.


GRAINGER OMNIA

**OMNIA Partners City of Tucson**
**Affiliation Form**
*Contract #192163*

All OMNIA Partners Participating Public Agencies must (i) affiliate with OMNIA Partners and (ii) complete this on-line Grainger Contract Participation Form ("Contract Participation Form").
This Contract Participation Form is required by Grainger to insure that Participating Public Agencies receive all of the benefits of Master Agreement #192163 by and between the City of Tucson and Grainger ("MRO Contract"). The process is easy and can be completed in a few minutes. Simply complete the requested information below and submit the request.

The OMNIA Partners Participating Public Agency acknowledges that it may elect to participate in only one (1) Grainger catalog and/or agreement at any given time, and hereby agrees to purchase MRO equipment and supplies in accordance with the MRO Contract. The Participating Public Agency further understands that this Contract Participation Form and the above referenced MRO Contract supersedes all previous declarations for the purchase of product from Grainger.

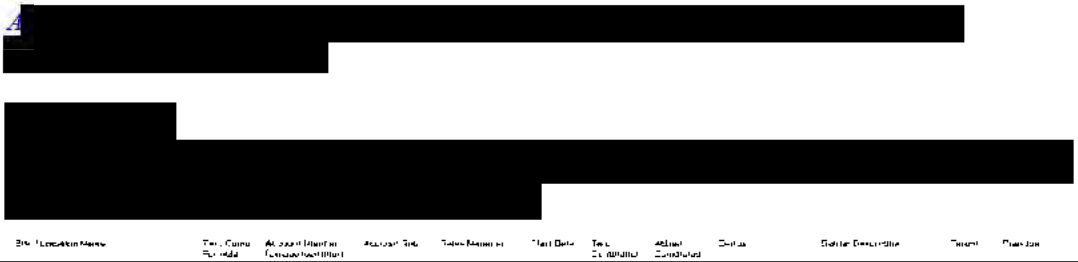
The Participating Public Agency further understands that enrollment will remain in effect during the MRO Contract term, including any Contract extensions, unless earlier terminated pursuant to the MRO Contract.

By submitting this Contract Participation Form, the Participating Public Agency is requesting that all Participating Public Agency accounts be enrolled under the MRO Contract, and upon Grainger's receipt and processing of this Contract Participation Form Grainger will enroll all Participating Public Agency accounts under the MRO Contract.

Processing this form may take up to 4 to 7 business days.

If you have any questions about this Contract Participation Form or the MRO Contract, please contact your local Grainger Account Manager.

Asterisk (*) indicates required information.



i. Creation and distribution of a co-branded press release to trade publications

[redacted]

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

[redacted]

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

[redacted]

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

[redacted]

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

[redacted]

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

[redacted]

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

[redacted]

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

[redacted]

[redacted]

[redacted]

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As the incumbent supplier, Grainger recognizes the significance this new contract represents to customers. Our goal is to transition existing customers seamlessly and enable them to receive contract benefits immediately on Day 1 of contract term.

**Existing Customers:** Upon award, existing Grainger customers that are purchasing products under the existing City of Tucson contract **will be automatically transitioned** to the new Master Agreement from the first day it takes effect. **No further action will be needed.**

Grainger holds other cooperative contracts. **Please see Letter of Clarification.**

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

The current reciprocal Trademark License Agreement, allowing permission for reproduction consistent with Grainger's and OMNIA Partners guidelines, will be continued.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

Yes, Grainger requires that the Public Sector Sales Team members have knowledge of the Master Agreement, including that is competitively awarded, by a Principal Procurement Agency, the City of Tucson.

ii. Best government pricing

[redacted]

iii. No cost to participate

Yes, Grainger will confirm to all customers there is no cost to participate in the City of Tucson – OMNIA Partners Master Agreement.

iv. Non-exclusive

Grainger confirms understanding of the above statement.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

[redacted]

Partners Master Agreement and its benefits and know the advantages regarding the use of cooperative agreements.

A national kick off call will be held by Grainger to develop and present the sales team training plan. Grainger's national sales force will be trained through national webinar sessions where all aspects of the new City of Tucson/OMNIA Partners Master Agreement will be reviewed and discussed. **In addition, Grainger will work with OMNIA Partners to target specific markets for in-person Joint Planning Meetings.**

Once implementation training is completed, regularly scheduled status meetings will be held throughout the life of the contract to gauge progress and resolve challenges. New Grainger team members will be provided background on the Master Agreement during these meetings.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Ken White will manage all Grainger resources to support the City of Tucson/OMNIA Partners Master Agreement including marketing, sales, sales support, financial reporting, and contracts.

Ken White
Primary Point of Contact
Senior National Government Sales Manager
Email: ken.white@grainger.com
Mobile: 720-988-7669

Grainger's Government Leadership Team and resources outlined below will support all aspects and requirements for the City of Tucson / OMNIA Partners Master Agreement.

***Grainger's Leadership Team***

| Name | Title | Email | Phone |
|---|---|---|---|
| [redacted] | | | |
| Ken White | National Govt Sales Manager – Primary Contract Manager | Ken.White@grainger.com | 720-988-7669 |
| [redacted] | | | |

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

[redacted]

[redacted]

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

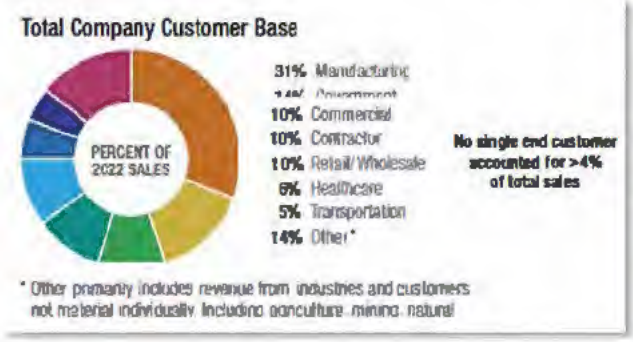
[redacted]

[redacted]

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

[redacted]

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.




Grainger's Government and Public Agency business in 2023 totaled 16% of our total 2023 sales of $16.5 billion. Grainger has contracts across the 50 States and local governments, and with the Federal government. **Please see Letter of Clarification.**

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

**Grainger's Digital Purchasing Channels:** www.Grainger.com,

Mobile Apps, ePro/EDI Punchout Capability and KeepStock Inventory Management

**Grainger.com Benefits**
**(New features are in red)**

| Grainger's eCommerce Online Ordering | | |
|---|---|---|
| Grainger Online Benefits | • Access to over 1.6 million products for US sites | • Search by Customer Part # |
| | • Access to real-time contract pricing | • **Setup approvals based on dollar amount or budgets by user** |
| | • Compare Items | • Auto Reorder |
| | • Self-Service tools like access to invoices, packing slips, and **Proof of Delivery** | • Real-time product availability |
| | • Order history and order status | • eQuotes |
| | • Personal and shared lists | • Click to Call and chat support |
| | • Customizable order and line-level checkout fields | • Pay invoices on line |
| | • Branch Pickup | • Bulk Order Pad |
| | • Manage and Replenish KeepStock Program | • View Previously Purchased Products |
| | • Self-Service quote creation | • Access multiple Account #s with 1 login with Multi Account User (MAU) |

Grainger owns, operates, and manages its commercial online platform, Grainger.com. This solution is available on a desktop computer and on mobile devices. The scope of our ecommerce, shopping and delivery experience reflects a market leading position. We develop and manage our ecommerce systems to provide users an exceptional experience as they select, compare, evaluate, and purchase products on our mobile apps or through our website, knowing that they can track their purchases and product delivery.

**Market Research**

**Search, Find, and Compare** – Grainger.com is an intuitive, fully configured ecommerce solution with enhanced tools and effective purchasing controls. Searching for and comparing products, reviewing technical data and instructions, examining alternate products, evaluating pricing and completing a purchase can be fulfilled quickly on Grainger.com or the Grainger mobile app (available in the App Store and Google Play).

**Advanced Search Functions of Grainger.com** – Search functions include dynamic search and compare capabilities, expansive product information, photographs, price, product location and shipping information. Users can search, filter and review by Keywords, Description, Manufacturer/Brand, Model Number, Image (mobile applications), Cross Reference Number, National Stock Number (NSN), UNSPSC, Supplier Diversity, Relevant Categories, or via the Product Index. The system provides search term recommendations as users type the search terms in the type-ahead capability.

Search results are laid out logically for each specific category, with relevant technical specifications prominently displayed, making it easier to perform comparisons and the final product selection.

**Customer Priority Products can be Searched** – Grainger.com identifies

Government purchase priorities such as Green Products, Environmentally Preferred, Socio Economic- Small Business Status, Country of Origin and EPA Certified (i.e., Energy Star). ***Grainger's platform allows customers to search by manufacturer or supplier. Customers can combine attributes to further refine their search.***

**Technical Product Information** – Grainger provides extensive information on each product it offers, which often includes product manuals and video operating and information guides. Our product pages provide enhanced visibility for compliance information and associated documents. For relevant products, we also offer 360-degree views, CAD models and easier product selection using technical specifications. We have a team of Technical Product Specialist (TPS) available with deep experience to answer questions and assist the customer. Grainger relies on expertly curated product assortments to ensure high quality products that fit customer purposes.

**Pricing, Availability and Shipping Clarity** – Pricing is clearly presented for every product. Availability of the product and shipping schedules are prominently displayed as are item quantities. Products can be saved in the shopping cart and shared with colleagues.

**Selecting and Purchasing** – The customer clicks "Add to Cart" to purchase the product. By inspecting the cart and clicking "Proceed to Check out," the online cart will present the product price, quantity, and delivery date. Delivery information and payment method will be pre-filled with either pre-selected information or that appearing on the last order but can be adjusted by the user. The online cart will automatically populate information relating to the product – its part number, description, brand, quantity requested, price per item and total sale. Grainger.com recognizes the customer's tax-exempt status.

**Shipping** – The user can select delivery to an existing address or create new address locations. The delivery location can be modified during the order process.

**Agency Information** – Custom fields are provided to the Government purchaser for an agency's purchase order number, project or job number, requisition name, Department or component and delivery instructions.

**Purchase Approvals** – ***Spend and approval requirements can be custom structured for any user.*** Orders can be routed and edited to up to four individuals for approval, denial or forwarding. An e-mail will notify those in the review chain of any action. A reviewer many edit and approve, deny or forward an order. The status of each approval is shown on the account. Only orders with appropriate approvals are processed by Grainger. Any authorized user can receive a copy of the order, a denial or when forwarded for further action.

**Order Tracking & Proof of Delivery**

For Grainger.com orders, Grainger will send a PDF document recognizing

proof the order has been delivered by a carrier to the customer.

*Customers can track the delivery status of their order* ***on grainger.com.***

## Grainger's Order Management System

Grainger's Order Management System (OMS) on Grainger.com includes an Order Management Dashboard (shown below). Through its customizable spend-management and order-visibility functionality, OMS helps Members manage spend more efficiently. Members' eCommerce administrator can assign a spend limit for individual users per order, month, or year to ensure each user has one limit or a time-based budget.

## Other features on grainger.com include:

- **Personal and Shared Lists:** Create and share personalized lists of frequently purchased items with others on the account. This makes it easier to order the same items next time.
- **Custom Catalog:** Direct Members to the best values or restrict items that should not be ordered. Members can view "Your Products" or toggle between the Members' catalog and Grainger's general catalog. Grainger.com can also add Order Management to route products outside of custom catalog to route for Approval, driving compliance to desired products. Additionally, we can customize the Catalog Names displayed in grainger.com. (Grainger can default the starting catalog to either the Member's custom catalog or the Grainger full catalog.)

**Grainger Mobile App** for iPhone and Android devices is optimized for use on any smartphone. End-users have access to Grainger.com no matter the location: job site, truck, plant floor, and garage or maintenance shop. Using the mobile website or app, employees can log into their account, view pricing, confirm local product availability, approve pending orders, and check out – with the product ready for pickup at a Grainger branch or shipped directly to their office or job site.

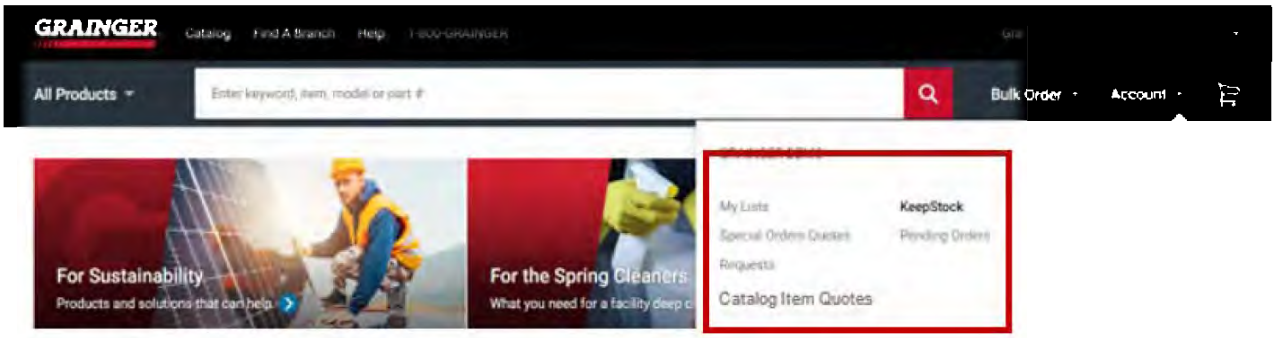
## eProcurement

Grainger's eProcurement solutions automate the Procure-to-Pay Purchasing Process to streamline and standardize shopping, order, invoice and payment.

**Grainger eProcurement solutions** can integrate Members' purchasing and enterprise resource planning (ERP) system or Marketplace, like SAP, Coupa, Jaggaer, GEP, and hundreds more, with a punchout experience. Grainger connects to customers through electronic marketplaces, exchanges, or ERP systems via universal technology standards like cXML and EDI. Customers can punch out to Grainger's online catalog, create a requisition, and return the shopping cart back to the marketplace for review and approval.

When customers implement an eProcurement Procure-to-Pay solution it allows them to:

- Control spend more effectively.
- Increase user productivity with streamlined processes and standardization.
- Spend Controls with approvals within the eProcurement system.
- Centralized Reporting with the eProcurement system.
- Improved requisition-to-order cost and cycle time.




*Customers have efficient capabilities listed on their home screen when they sign into their account.*

Grainger can set up a scoping call with its eCommerce Solutions team to understand needs and customizations to ensure a proper integration. Grainger has **experience with hundreds of eProcurement platforms** and can provide end-to-end integration to drive streamlined and standardized processes.

Some of the most popular ERP and supply chain/procurement platforms selected by Grainger customers include:

SAP Ariba, BirchStreet, V.RTO COMMERCE, JAGGAER, coupa, ORACLE PEOPLESOFT, McKESSON, infor, LAWSON, Allscripts, workday, GHX

**Supported eProcurement EDI Transactions:** Grainger supports custom non-standard transactions on a per request basis, in addition to the following standard transaction sets:

- Invoice - 810 ANSIx12, cXML , xCBL
- Payment (CTX Format ONLY) - 820 ANSIx12
- Remittance Advice - 824 ANSIx12
- Purchase Order - 850 ANSIx12, cXML, xCBL

- Purchase Order Acknowledgement - 855 ANSIx12, cXML, xCBL
- Ship/Bill Notice - 856 ANSIx12
- Functional Acknowledgement - 997 ANSIx12

**KeepStock® Web** is central for managing Grainger inventory. It seamlessly integrates the KeepStock® program, Mobile App and Grainger.com to provide convenient, web-based inventory management. Members can leverage KeepStock® web functionality across all installation types — Vending, CMI, Replenish and Onsite, to provide total visibility to the entire inventory. KeepStock Web provides on demand real-time reporting and tracking capability.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**Please see Letter of Clarification.**

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

In any circumstance where a Public Agency commences a further formal solicitation, including each of the scenarios presented, Grainger will evaluate the circumstances and determine the most effective path to pursue.

**Please see Letter of Clarification.**

## Appendix

**Please see the following items in the Appendix in a separate PDF:**

1. Exhibit O01 Dunn and Bradstreet Report
2. Exhibit O02 Grainger US Branch Locations
3. Exhibit O03 NJ Employee Info Report Certificate

**Exhibit B**
**Administration Agreement, Example**

---

## ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

## RECITALS

**WHEREAS**, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

## DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

## NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Please see Letter of Clarification.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

Please see Letter of Clarification.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole

discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

Please see Letter of Clarification.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

| **[INSERT SUPPLIER ENTITY NAME]** | **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR** |
|---|---|
| Example Only | |
| Signature | Signature<br>Sarah Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title | Title |
| Date | Date |

**Exhibit C**
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

---

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

## RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS

PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

| **Participating Public Agency:** | **OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**<br>**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC** |
|---|---|
| Example Only | |
| Authorized Signature | Signature<br>Sarah E. Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title and Agency Name | Title |
| Date | Date |

**Exhibit D**
**Principal Procurement Agency Certificate, Example**

---

## PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Example Only

_____
Signature

_____
Name

_____
Title

_____
Date

**Exhibit E**
**Contract Sales Reporting Template**

Contract Sales Report submitted electronically in Microsoft Excel: Example Only

OMNIA® PARTNERS

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Supplier Name: | | Total Sales | $0.00 | | | | | | | | | | | | |
| | | | Contract Number: | | Admin Fee % | | | | | | | | | | | | | |
| | | | Reporting Period: | | Total Admin Fee | $0.00 | | | | | | | | | | FOR OMNIA USE ONLY | | |
| Supplier Internal ID | ID | Name | Street Address | Street Address 2 | City | State | Postal Code | Transaction Date | Sales Amount | Admin Fee % | Admin Fee | Notes | Wildcard | UniqueId | Rebate Due | Rebate Name |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
### ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

**Please see Letter of Clarification.**

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, X will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, X does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES KW Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? Cannot certify compliance absent opportunity specific information KW Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process. KW

Does offeror agree? Cannot certify compliance absent opportunity specific information Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐ Cannot certify compliance absent opportunity specific information. KW

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐ Cannot certify compliance absent opportunity specific information. KW

Does offeror agree? YES KW Initials of Authorized Representative of offeror

Offeror's Name: W.W. Grainger, Inc.
Address, City, State, and Zip Code: 100 Grainger Parkway, Lake Forest, IL 60045
Phone Number: 800-472-4643
Fax Number: NA

Printed Name and Title of Authorized Representative: Ken White
Email Address: Ken.White@grainger.com
Signature of Authorized Representative: Ken White
Date: 03/28/24

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES KW Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Please see Letter of Clarification.

Offeror's Name:
W.W. Grainger, Inc.

Address, City, State, and Zip Code:
100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address:
Ken.White@grainger.com

Signature of Authorized Representative: Ken White Date: 3/28/24

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-
1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

**a.** Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and AssistedConstruction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

**a.** Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**c.** Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided byFEMA.

## 9. DEBARMENT AND SUSPENSION

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**c.** Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

**d.** Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

**a.** Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, W.W. Grainger, Inc._____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Ken White

Signature of Contractor's Authorized Official

Ken White, National Government Sales Manager

Name and Title of Contractor's Authorized Official

3/28/24

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

**a.** Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

## 13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems

appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)**

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.

b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

c. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

e. For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their

regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

f. Any contracts or subcontracts in excess of $2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

g. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

**Please see Letter of Clarification.**

Offeror's Name: W.W. Grainger, Inc.

Address, City, State, and Zip Code:
100 Grainger Parkway, Lake Forest, IL 60045

Phone Number: 800-472-4643 Fax Number: NA

Printed Name and Title of Authorized Representative:
Ken White, National Government Sales Manager

Email Address: ken.white@grainger.com

Signature of Authorized Representative: Ken White

Date: 3/28/24

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS**

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).*

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)*

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C.
§ 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).*

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its

subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## CARGO PREFERENCE REQUIREMENTS

**Use of United States-Flag Vessels.** The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursnant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

## FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Colnmbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49
U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*Stated Reason(s)*:_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

## RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

*When applicable:*

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

## ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

## FTA PROTEST NOTIFICATION

***A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.***

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

   a. The name, address, and telephone number, including FAX number if available, of the protestor;

   b. The signature of the protestor or authorized representative;

   c. Identification of the contract/solicitation;

   d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

   a. The items to be procured are urgently required;

   b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

   a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

   b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.

b. Identify the grantee, project number, and the number of the contract solicitation.

c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

**Exhibit G**
**New Jersey Business Compliance**

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran, Russia and Belarus |
| DOC #7 | New Jersey Business Registration Certificate |
| DOC #8 | EEOAA Evidence |
| DOC #9 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** W.W. Grainger, Inc.

**Organization Address:** 100 Grainger Parkway, Lake Forest, IL 60045

**Part I Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): for profit/publicly traded corporation.

**Part II**

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| The Vanguard Group (investment firm) 10.61 % | 100 Vanguard Boulevard, Malvern, PA 19355 |
| | |
| | |
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| No parent: Grainger is the parent | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| Vanguard is an investment management firm owned by its investors and is not publicly traded | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | Ken White | Title: | National Government Sales Manager |
| Signature: | Ken White | Date: | 3/28/24 |

DOC #2

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

GRAINGER
FOR THE ONES WHO GET IT DONE

# NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Colorado
County of Douglas ss:

I, Ken White (name of affiant) residing in Highlands Ranch (name of municipality)
in the County of Douglas and State of Colorado of full age, being duly sworn according to law on my oath depose and say that:

I am National Government Sales Manager (title or position) of the firm of W.W. Grainger, Inc. (name of firm)

_____ the bidder making this Proposal for the bid

entitled City of Tucson RFP 240078 (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Tucson (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by W.W. GRAINGER.

Subscribed and sworn to

before me this day 24 March

_____, 2024

Notary public of Colorado

My Commission expires 9 July 2026

(Seal)

Ken White
Signature

Ken White
(Type or print name of affiant under signature)

DELORES M STUMP
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20104022082
MY COMMISSION EXPIRES JUL 9, 2026

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**
**(P.L. 1975, C.127)**

**Company Name:** W.W. Grainger, Inc.

**Street:** 100 Grainger Parkway

**City, State, Zip Code:** Lake Forest, IL, 60045

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

3/28/24
***Date***

Ken White
***Authorized Signature and Title***

DOC #3, continued

## P.L. 1995, c. 127 (N.J.A.C. 17:27)
## MANDATORY AFFIRMATIVE ACTION LANGUAGE

### PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

***Not Applicable to Grainger***

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | W.W. Grainger, Inc. | | |
| Address: | 100 Grainger Parkway | | |
| City: | Lake Forest | State: IL | Zip: 60045 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| Signature | Printed Name | Title |
|---|---|---|
| Ken White | Ken White | National Government Sales Manager |

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
| No contributions | | | $ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**
**N.J.S.A. 19:44A-20.26**

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

GRAINGER
FOR THE ONES WHO GET IT DONE

DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

[ ] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

[ ] Partnership [X] Corporation [ ] Sole Proprietorship

[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

[ ] Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name: The Vanguard Group (investment firm) 100 10.61%<br>Home Address:<br>100 Vanguard Blvd.<br>Malvern, PA 19355 | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this 24th day of March, 2024

(Notary Public)

My Commission expires: 9 July 2026

DELORES M STUMP
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104022082
MY COMMISSION EXPIRES JULY 9, 2026

Ken White
(Affiant)

Ken White, National Government Sales Manager
(Print name & title of affiant)

(Corporate Seal)

DOC #6

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
**N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

***OR***

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Ken White
*Printed Name of Authorized Agent*

Ken White
*Signature of Authorized Agent*

National Government Sales Manager
*Title*

3/28/24
*Date*

W.W. Grainger, Inc.
*Company Name*

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

*Please see Grainger's current State Division of Revenue issued Business Registration Certificate.*

**STATE OF NEW JERSEY**
**BUSINESS REGISTRATION CERTIFICATE**

| | |
|---|---|
| **Taxpayer Name:** | W. W. GRAINGER, INC. |
| **Trade Name:** | GRAINGER |
| **Address:** | 100 GRAINGER PKWY<br>LAKE FOREST, IL 60045-5202 |
| **Certificate Number:** | 0092081 |
| **Effective Date:** | August 08, 1946 |
| **Date of Issuance:** | February 26, 2024 |

**For Office Use Only:**

20240226085040790

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report (see below)
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ken White Title: National Government Sales Manager

Signature: Ken White Date: 03-28-24

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 4424

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in affect for the period of 15-DEC-2021 to 15-DEC-2024

W. W. GRAINGER, INC.
100 GRAINGER PARKWAY
LAKE FOREST IL 60045 5201

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

**MACBRIDE-PRINCIPLES**

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**
**DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230**
**TRENTON, NEW JERSEY 08625-0230**

# MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** 240078 **VENDOR/BIDDER:** W.W. Grainger, Inc.

## VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

***OR***

☒ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

## CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Ken White — Signature

03-28-24 — Date

Version June 28, 2023

Ken White, National Government Sales Manager

Print Name and Title

## Exhibit H
## Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|---|---|---|---|---|
| State of Alabama | State of Hawaii | Commonwealth of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma | Commonwealth of Virginia |
| State of Connecticut | Commonwealth of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | Commonwealth of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | U.S. Territories | | | |

Lists of political subdivisions and local governments in the above referenced states / districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR
CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR
CITY OF CONDON, OR CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR

CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT
ALTON, UT AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT
BICKNELL, UT
BIG WATER, UT BLANDING, UT
BLUFFDALE, UT BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT
CLARKSTON, UT CLAWSON, UT
CLEARFIELD, UT CLEVELAND, UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT

DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT
ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT
EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT
GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT
GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT
HANKSVILLE, UT HARRISVILLE, UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT

ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT

RANDOLPH, UT REDMOND, UT RICHFIELD, UT
RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT
SPANISH FORK, UT SPRING CITY, UT
SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT
STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT
TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT
WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR

CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE

DISTRICT, OR
EAGLE VALLEY R.F.P.D.,
OR EAGLE VALLEY
S.W.C.D., OR
EAST FORK IRRIGATION
DISTRICT, OR EAST
MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE
DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL
DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE
AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY
R.F.P.D., OR EAST VALLEY
WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH
DISTRICT, OR ELGIN
R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON
R.F.P.D., OR
EMERALD
P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE
DISTRICT, OR
ESTACADA R.F.P.D. #69,
OR EUGENE R.F.P.D. # 1,
OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE
R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD
HILL IRRIGATION DISTRICT, OR GOLDFINCH ROAD
DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT
CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER
CONTROL DISTRICT, OR GRAND RONDE SANITARY
DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT
S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR GREATER
BOWEN VALLEY R.F.P.D., OR GREATER ST. HELENS
PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN
SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN
ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES
FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR HAMLET
R.F.P.D., OR HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR HARBOR WATER
P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR HARNEY
S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR

HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION
DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION
DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT

COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR KERBY WATER DISTRICT, OR K-GB-LB WATER DISTRICT, OR KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4, OR KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR

LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR

NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, ORNYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT, OR OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR

PORT OF TILLAMOOK
BAY, OR PORT OF
TOLEDO, OR
PORT OF
UMATILLA, OR
PORT OF
UMPQUA, OR
PORT ORFORD CEMETERY
MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY
DISTRICT, OR PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT
COMMISSION, OR PORTLAND FIRE AND
RESCUE
PORTLAND HOUSING
CENTER, OR POWDER
R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL
DISTRICT, OR POWERS HEALTH
DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE
DISTRICT, OR PRINEVILLE LAKE ACRES
SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT
DISTRICT, OR QUEENER IRRIGATION
IMPROVEMENT DISTRICT, OR
RAINBOW WATER
DISTRICT, OR RAINIER
CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT
COMPANY, OR RALEIGH WATER
DISTRICT, OR
REDMOND AREA PARK & RECREATION
DISTRICT, OR
REDMOND FIRE AND RESCUE,
OR RIDDLE FIRE PROTECTION
DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT
COMPANY, OR
RIDGEWOOD ROAD
DISTRICT, OR RIETH
SANITARY DISTRICT, OR
RIETH WATER DISTRICT,
OR
RIMROCK WEST IMPROVEMENT
DISTRICT, OR RINK CREEK WATER
DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD
DISTRICT, OR RIVER FOREST ACRES
SPECIAL ROAD DISTRICT, OR RIVER
MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD
DISTRICT, OR RIVER ROAD PARK &
RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT
DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT,
OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK
CREEK WATER DISTRICT, OR ROCKWOOD WATER
P.U.D., OR
ROCKY POINT FIRE & EMS, OR ROGUE RIVER
R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE
VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG
URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES
ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD
ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT
DISTRICT #4, OR SAINT LANDRY PARISH TOURIST
COMMISSION SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT
TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS
TRANSIT DISTRICT, OR SALEM MASS TRANSIT
DISTRICT
SALEM SUBURBAN R.F.P.D., OR SALISHAN
SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON
RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY
DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D.
#72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR SANTIAM
WATER CONTROL DISTRICT, OR SAUVIE ISLAND
DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE
R.F.P.D., OR
SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D.,
OR SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW
IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR SHORELINE
SANITARY DISTRICT, OR SILETZ KEYS SANITARY
DISTRICT, OR SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT
COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
OR

SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR

UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION
DISTRICT, OR VALE RURAL FIRE
PROTECTION DISTRICT, OR VALLEY
ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY
MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD
DISTRICT, OR VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK &
RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD
DISTRICT, OR
WALLA WALLA RIVER IRRIGATION
DISTRICT, OR WALLOWA COUNTY
HEALTH CARE DISTRICT, OR WALLOWA
LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT,
OR WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT
DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY
AUTHORITY, OR WARMSPRINGS
IRRIGATION DISTRICT, OR WASCO
COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT
DISTRICT, OR
WATERBURY & ALLEN DITCH
IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER
DISTRICT, OR WAUNA WATER
DISTRICT, OR WEDDERBURN
SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL
DISTRICT, OR
WEST EXTENSION IRRIGATION
DISTRICT, OR WEST LABISH
DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH
S.W.C.D., OR WEST SIDE
R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL
DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD
DISTRICT, OR WESTERN LANE
AMBULANCE DISTRICT, OR WESTLAND
IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK
& RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY
CORPORATION, OR WESTWOOD HILLS
ROAD DISTRICT, OR WESTWOOD
VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR WILLAKENZIE
R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR WILLIAMS
R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR WILLOW DALE
WATER DISTRICT, OR WILSON RIVER WATER
DISTRICT, OR WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR WINSTON-
DILLARD WATER DISTRICT, OR WOLF CREEK
R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS
ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR YACHATS
R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR YAMHILL
FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS
RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:** ACADIA
PARISH SCHOOL BOARD BEAVERTON SCHOOL
DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA
HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO
PARISH SCHOOL DISTRICT CALCASIEU PARISH
SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE
SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL
SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL CENTRAL
POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL
DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS
SCHOOL DISTRICT 509J COUNTY OF YAMHILL
SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID
DOUGLAS SCHOOL DISTRICT DAYTON
SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR
SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL GLADSTONE
SCHOOL DISTRICT GRANTS PASS
SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT

LINCOLN ACADEMY, UT LOGAN
SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT

MILLARD SCHOOL
DISTRICT, UT MOAB
CHARTER SCHOOL, UT
MONTICELLO ACADEMY,
UT MORGAN SCHOOL
DISTRICT, UT
MOUNTAINVILLE
ACADEMY, UT MURRAY
SCHOOL DISTRICT, UT
NAVIGATOR POINTE
ACADEMY, UT NEBO
SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING
& SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY
ACADEMY, UT NORTH SANPETE
SCHOOL DISTRICT, UT NORTH
STAR ACADEMY, UT
NORTH SUMMIT SCHOOL
DISTRICT, UT ODYSSEY
CHARTER SCHOOL, UT
OGDEN PREPARATORY
ACADEMY, UT OGDEN
SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER
SCHOOL, UT PARADIGM HIGH SCHOOL,
UT
PARK CITY SCHOOL
DISTRICT, UT PINNACLE
CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT,
UT PROVIDENCE HALL, UT
PROVO SCHOOL
DISTRICT, UT QUAIL
RUN PRIMARY SCHOOL,
UT QUEST ACADEMY, UT
RANCHES
ACADEMY, UT
REAGAN ACADEMY,
UT RENAISSANCE
ACADEMY, UT RICH
SCHOOL DISTRICT,
UT
ROCKWELL CHARTER HIGH
SCHOOL, UT SALT LAKE ARTS
ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE
EDUCATION, UT SALT LAKE SCHOOL
DISTRICT, UT
SALT LAKE SCHOOL FOR THE
PERFORMING ARTS, UT
SAN JUAN SCHOOL
DISTRICT, UT SEVIER
SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER
SCHOOL, UT SOUTH SANPETE
SCHOOL DISTRICT, UT SOUTH
SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT WASATCH
SCHOOL DISTRICT, UT WASHINGTON SCHOOL
DISTRICT, UT WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL
OF DISCOVERY, UT

**HIGHER EDUCATION**
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE
MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG
UNIVERSITY - HAWAII CENTRAL OREGON
COMMUNITY COLLEGE CENTENARY COLLEGE OF
LOUISIANA CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE COLLEGE OF
THE MARSHALL ISLANDS COLUMBIA GORGE
COMMUNITY COLLEGE CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE
COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD
COLLEGE
LINN-BENTON COMMUNITY COLLEGE LOUISIANA
COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH
BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST
CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY OREGON
INSTITUTE OF TECHNOLOGY OREGON STATE
UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC
UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND
COMMUNITY COLLEGE PORTLAND STATE
UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN

LOUISIANA UNIVERSITY SOUTHERN
OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE
UNIVERSITY, UT
SOUTHERN UTAH
UNIVERSITY, UT SNOW
COLLEGE, UT
DIXIE STATE COLLEGE,
UT COLLEGE OF EASTERN
UTAH, UT UTAH VALLEY
UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**
ADMIN. SERVICES
OFFICE BOARD OF
MEDICAL EXAMINERS
HAWAII CHILD SUPPORT
ENFORCEMENT AGENCY HAWAII
DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS
CORPORATION OFFICE OF MEDICAL
ASSISTANCE PROGRAMS OFFICE OF
THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT
COALITION OREGON DEPARTMENT
OF EDUCATION OREGON
DEPARTMENT OF FORESTRY
OREGON DEPT OF
TRANSPORTATION OREGON DEPT.
OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF
ENERGY OREGON STATE
BOARD OF NURSING
OREGON STATE DEPT OF
CORRECTIONS OREGON STATE
POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION
COUNCIL SANTIAM CANYON
COMMUNICATION CENTER SEIU LOCAL
503, OPEU
SOH- JUDICIARY CONTRACTS AND
PURCH STATE DEPARTMENT OF
DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

# FEDERAL TRANSIT ADMINISTRATION
# TERMS, CONDITIONS, AND CERTIFICATIONS

# FEDERAL TRANSIT ADMINISTRATION
# TERMS, CONDITIONS AND CERTIFICATIONS

## Requirements/Conditions For All FTA Assisted Contracts:

**Federal Disclaimer to Third Parties**
**Program Fraud and False or Fraudulent Statements and Related Acts**
**Access to Third Party Contract Records**
**Prohibitions Against Exclusionary or Discriminatory Specifications**
**Changes to Federal Requirements**
**Termination Provisons (Contracts exceeding $10,000)**
**Civil Rights Requirements**
**Requirements for Disadvantaged Business Enterprises (DBEs)**
**Incorporation of FTA Terms**

## Requirements for Contracts Exceeding $25,000 Threshold:

**Debarment and Suspension Requirements**

## Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

**Report, record retention, and access provisions**
**Buy America requirements**
**Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation**
**Lobbying Requirements**
**Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)**
**Clean Water Requirements**
**Clean Air Requirements**

## Cargo Preference

**Acquisition of Property Shipped by Ocean Vessel**
**Acquisition of Property Shipped by Air (Fly America)**

## Construction Activities:

**Equal Employment Opportunity (Except for supplies/raw materials)**
**Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)**
**Davis Bacon Act (for contracts exceeding $2,000)**
**Contract Work Hours & Safety Standards Act (contracts exceeding $100,000)**
**Copeland Anti-Kickback Act (for all construction contracts)**
**Siesmic Safety (for new buildings/additions only)**

## Non Construction Activities

**Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of $100,000**

## Transit Operations

**Transit Employee Protective Arrangements**
**Charter Service Operation**
**School Bus Operations**
**Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations**

## Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements
- Rights in data and copyrights requirements

## Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

- Bus Testing
- Pre-Award and Post-Delivery Audit Requirements

## Miscellaneous Special Requirements

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Requirements for Recycled Products (for items designated by EPA)
- Seat Belt Use
- Text Messaging While Driving

## Federal Davis-Bacon Wage Rates

- (If Applicable)

## Certifications

- Buy America
- Transit Vehicle Manufacturer's DBE Certification
- Lobbying
- Bus Testing Requirements

## Protest Procedures For Federal Transit Administration Funded Projects

- Sun Tran Protest Procedures For Federal Transit Administration (FTA) Funded Projects

# Requirements/Conditions For All FTA Assisted Contracts

## This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Sun Tran and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by Sun Tran. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

## Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Access to Third Party Contract Records *(Form FTA Master Agreement MA (18) dated October 1, 2011)*

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

## Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, Sun Tran agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

## Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement *(Form FTA MA (18) dated October, 2011 between Sun Tran and FTA)*, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

## Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** Sun Tran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran to be paid the Contractor. If the Contractor has any property in its possession belonging to Sun Tran, the Contractor will account for the same, and dispose of it in the manner Sun Tran directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Sun Tran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by Sun Tran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Sun Tran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** Sun Tran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Sun Tran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from Sun Tran setting forth the nature of said breach or default, Sun Tran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Sun Tran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that Sun Tran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Sun Tran shall not limit Sun Tran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** Sun Tran, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Sun Tran, protect and preserve the goods until surrendered to Sun Tran or its agent. The Contractor and Sun Tran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Sun Tran may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Sun Tran resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Sun Tran in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Sun Tran, acts of another Contractor in the performance of a contract with Sun Tran, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. the contractor, within ten [10] days from the beginning of any delay, notifies Sun Tran in writing of the causes of delay. If in the judgment of Sun Tran, the delay is excusable, the time for completing the work shall be extended. The judgment of Sun Tran shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Sun Tran.

9. **Termination for Convenience or Default (Architect and Engineering):** Sun Tran may terminate this contract in whole or in part, for Sun Tran's convenience or because of the failure of the Contractor to fulfill the contract obligations. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Sun Tran, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Sun Tran may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by Sun Tran.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

10. **Termination for Convenience or Default (Cost-Type Contracts):** Sun Tran may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Sun Tran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Sun Tran, or property supplied to the Contractor by Sun Tran. If the termination is for default, Sun Tran may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Sun Tran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Sun Tran determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Sun Tran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42**

**U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

    a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26**

1. The Federal Fiscal Year goal has been set by Sun Tran in an attempt to match projected procurements with available qualified disadvantaged businesses. Sun Tran goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Sun Tran as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and Sun Tran that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

   It is further the policy of Sun Tran to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Sun Tran procurement activities are encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Sun Tran DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Sun Tran and will be submitted to Sun Tran upon request.

e. Sun Tran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

   * Identification of qualified DBE

   * Available listing of Minority Assistance Agencies

   * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

   a. Disadvantaged business "means a small business concern":

      i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

      ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

      or

      iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

      iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

   b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

   c. “Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

      i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

      ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

      iii. "Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

      iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

      v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

**3.** Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by Sun Tran to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by Sun Tran. Sun Tran will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to Sun Tran Office of Equal Opportunity Programs Director,

201 N. Stone Ave., 3rd Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

**Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Sun Tran's requests which would cause Sun Tran to be in violation of the FTA terms and conditions.

**Requirements for Contracts Exceeding $25,000**

**Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549**

**Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).**

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

**Requirements for Contracts Exceeding $100,000**

## Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

## Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

### Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

### Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Sun Tran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of Sun Tran. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Sun Tran shall be binding upon the Contractor and the Contractor shall abide be the decision.

### Performance During Dispute

Unless otherwise directed by Sun Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Sun Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Sun Tran is located.

**Rights and Remedies**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Sun Tran, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Sun Tran.

## Bonding Requirements for Construction Activities; may be imposed for non-construction activities

**Refer to the Special Terms & Conditions of this Solicitation for**

Bid Bond Requirements (Construction )
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

## Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

## Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

## Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

# Cargo Preference

## Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

**Acquisition of Property Shipped by Ocean Vessel:**
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Acquisition of Property Shipped by Air (Fly America):**

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

# Construction Activities

## Equal Employment Opportunity (Does not apply for supplies/raw materials procurements)

### Equal Employment Opportunity

All construction contracts in excess of $10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). The following clauses shall be included:

**Nondiscrimination**

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor and the FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or Federally assisted contracts in accordance with procedures authorized in Executive No. Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**Specifications**

The following clauses must also be included in all construction contracts and subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.3:

"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order No. 11246):

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7)(a) through (p) of these specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)."

**Notice**

Contractor agrees to include the following notice in all construction subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.2:

"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. a. The goals and the timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

| Timetables | Goals for Minority Participation for Each Trade | Goals for Female Participation in Each Trade |
|---|---|---|
| | Insert Goals for Each Year | Insert Goals for Each Year |

b. These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.

c. The contractor's compliance with the Executive Order and the regulations at 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is miscellaneous sites within the city limits of Tucson, Pima County, State of Arizona."

## Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)

### Davis Bacon Act - 40 USC §§ 3142(a), 29 CFR § 5.5(a)

### Copeland Anti-Kickback Act - 18 U.S.C. § 874, 29 C.F.R. § 3, 29 C.F.R. § 5.5(a)(1) through (10)

### Contract Work Hours & Safety Standards Act - 40 U.S.C. §3701, 29 C.F.R. § 5.5(b)

### Federal Labor Standards Provision

---

**[Code of Federal Regulations]**
**[Title 29, Volume 1, Parts 0 to 99]**
**[Revised as of July 1, 1998]**
**From the U.S. Government Printing Office via GPO Access**
**(http://www.access.gpo.gov/nara/cfr/index.html)**
**[CITE: 29CFR5.5]**

**[Page 110-116]**

**TITLE 29--LABOR**

**PART 5--LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)**

**Subpart A--Davis-Bacon and Related Acts Provisions and Procedures**

**Sec. 5.5 Contract provisions and related matters.**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Sun Tran may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Sun Tran for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to
each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages -** Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts -** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

# ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

# SO CALLED “ANTI-KICKBACK ACT” AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR. UNITD STATES DEPARTMENT OF LABOR

## TITLE 18, U.S.C., section 874

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103-322, title XXXIII, Sec. 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

## KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

## TITLE 29 – LABOR

## Subtitle A - Office of Secretary of Labor

## PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping.
Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or
subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

To be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

## Siesmic Safety - 42 U.S.C. 7701 et seq. 49, CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

## Non Construction Activities

## Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

# Transit Operations

**Transit Employee Protective Arrangements - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215**

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**Charter Service Operation - 49 U.S.C. 5323(d), 49 CFR Part 604**

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**School Bus Operation - 49 U.S.C. 5323(f) or (g), 49 CFR Part 605**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations - 49 U.S.C. §5331, 49 CFR Part 655**

The contractor agrees to establish an anti-drug use and alcohol misuse program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or Sun Tran, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the contractor's testing process. The contractor agrees further to certify annually its compliance with Part 655 thirty days before July 1st of each year and to submit the Management Information System (MIS) reports thirty days before March 15 each year to John Zukas, Transit Services Coordinator, P.O. Box 27210 Tucson, AZ 85726.

If the Contractor performs functions under the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the contractor must comply with such applicable regulations. The Contractor's Drug Free Workplace Policy and the Contractor's Drug and Alcohol Policy/Program must clearly delineate the Contractor's responsibilities under their own Company policy, the FHWA's regulations, and the FTA's regulations respectively.

**Privacy Act - 5 U.S.C. 552**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

# Planning, Research, Development and Demonstration Projects

**Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19**

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran**

## Bus Testing - 49 U.S.C. 5323(c), 49 CFR Part 665

The Contractor or Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to Sun Tran at a point in the procurement process specified by Sun Tran which will be prior to Sun Tran's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Sun Tran prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of Sun Tran of such a vehicle and the details of that vehicle's configuration and major components.

## Pre-Award and Post-Delivery Audit Requirements - 49 U.S.C. 5323, 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:

    a. component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and;

    b. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

    a. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

    b. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

# Miscellaneous Special Requirements

## Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

## Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize 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.

## Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, Sun Tran agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Sun Tran agrees to accept products and services with dimensions expressed in the metric system of measurement.

## National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

## Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not

include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

## Federal Davis-Bacon Wage Rates

The Federal Wage Rates applicable to this Contract are set forth in the following Document.

INSERT MOST RECENT WAGE DECISION INFORMATION HERE

**Certifications**

**BUY AMERICA CERTIFICATION**
**CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**
**(To be submitted with each bid or offer exceeding $100,000)**
**(To be signed and submitted by the bidder/offeror)**

**Certification requirement for all procurements except buses, other rolling stock and associated equipment.**

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

**Certificate of Compliance with 49 U.S.C. 5323(j)(1)**

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date March 27, 2024

Signature _____

Company Name W.W. Grainger, Inc.

Title Senior National Government Sales Manager

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

# BUY AMERICA CERTIFICATION
## CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**
**(To be submitted with each bid or offer exceeding $100,000)**
**(To be signed and submitted by the bidder/offeror)**

**Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date March 27, 2024

Signature _____

Company Name W.W. Grainger, Inc.

Title Senior National Government Sales Manager

Contractor shall be notified when federal funds will be used to procure product under the terms of this Contract and shall be afforded a reasonable period of time to assess whether Contractor can comply with federal terms applicable to the procurement.

**TRANSIT VEHICLE MANUFACTURER'S DBE CERTIFICATION**
**Certificate of Compliance with 49 CFR part 26.**

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF TRANSIT VEHICLES ONLY**
**(To be submitted with all bids or offers for transit vehicles)**
**(To be signed and submitted by the manufacturer of the product offered)**

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid that does not include the certification must be rejected as non-responsive and not considered for evaluation and award.

I hereby certify that the offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been approved, or not disapproved, by the Federal Transit Administration.

W.W. Grainger, Inc. — Name of Offeror

_____ — Signature of the Offeror's Authorized Official

Ken White
Senior National Government
Sales Manager — Name and Title of the Offeror's Authorized Official

March 27, 2024 — Date

**CERTIFICATION REGARDING LOBBYING**
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**
**(To be submitted with each bid or offer exceeding $100,000)**
**(To be submitted by the bidder/offeror)**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _**W.W. Grainger, Inc.**_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Ken White
Senior National Government
Sales Manager
_____ Name and Title of Contractor's Authorized Official

March 27, 2024
_____ Date

## CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

**(Pertains only to the acquisition of Turnkey Rolling Stock over $100,000))**
**(To be signed and submitted by the manufacturer of the product offered)**

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____N/A_____

Company Name: _____

Title: _____

# Protest Procedures For Federal Transit Administration Funded Projects

# City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

***A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.***

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

   A. The items to be procured are urgently required;

   B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

   1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

W.W. Grainger,
Inc. 100 Grainger Parkway
Lake Forest, IL 60045-5201
Tel: 847.535.1000
Fax: 847.535.9243
www.grainger.com

March 28, 2024

Mr. Matthew Sage
Procurement Manager
City of Tucson
Business Services Department
Shared Services Procurement Division
255 W, Alameda, 6th Floor
Tucson, AZ 85701

RE: W.W. Grainger, Inc., Letter of Clarification and Exception to the City of Tucson Request for Proposal No. 240078 Maintenance Repair and Operations Supplies Parts, Equipment, and Materials

Dear Mr. Sage:

W.W. Grainger, Inc. ("Grainger", "Contractor", or "Offeror") appreciates the opportunity to respond to the City of Tucson ("City") Request for Proposal No. 240078 ("RFP"), Maintenance, Repair and Operations ("MRO") Supplies, Equipment, and Materials. As you know, Grainger's focus on contract compliance and customer satisfaction is second to none. To that end, Grainger respectfully requests the opportunity to incorporate, should we be awarded this contract, our clarifications, and exceptions into the terms of the contract. Our objective is to earn the privilege of working with the City of Tucson and OMNIA Partners and doing so with an understanding that our collective expectations with respect to operationalization of contract terms and conditions are aligned. In accordance with RFP Section D.9. Exceptions to Contract Provisions, your favorable consideration of our proposed exceptions and clarifications is requested:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Should you have questions or would like to discuss any aspect of our clarifications and exceptions in greater detail, please contact me.

Sincerely,

Ken White
Senior National Government Sales Manager
ken.white@grainger.com
720-988-7669

[redacted]

# Attachments for City of Tucson

Exhibit 01 – Sourcing Terms Product & Services

Updated 02.14.24

# TERMS AND CONDITIONS FOR SOURCED PRODUCTS AND SERVICES

Seller will source products and services not available through the Seller's *General Catalog* or website ("Sourced Products" or "Sourced Services"). The pricing model for Sourced Products and Sourced Services is based on current market conditions and is competitive for spot buy situations on a per order basis. Contract Category Discounts do not apply to Buyer's purchase of Sourced Product or Sourced Services. Upon request, Seller will provide Buyer a quotation from the source of supply or vendor of the Sourced Products or Sourced Services, which shall include the price, freight, warranty, and any opportunity specific terms and conditions. In the event of a conflict between the standard terms and conditions in this Contract and additional Sourced Product or Services terms, the additional Sourced Product or Services terms shall prevail.

## 1. SOURCED PRODUCTS

**a.** SOURCED PRODUCTS SHIPPING. Unless otherwise agreed to in writing between Seller and Buyer, Sourced Products are shipped with all costs imposed by the carrier related to the shipment paid by Seller and charged to Buyer on Buyer's invoice. Receipts for freight charges will not be furnished. Title and risk of loss pass to Buyer upon tender of the shipment to carrier.

**b.** SOURCED PRODUCTS LIMITED WARRANTY. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER OF THE SOURCED PRODUCT WILL BE BUYER'S SOLE REMEDY. SELLER'S STANDARD LIMITED WARRANTY TERMS INCLUDED IN THIS AGREEMENT OR SELLER'S WEBSITE TERMS AND CONDITIONS, TO THE EXTENT APPLICABLE, DO NOT APPLY TO SOURCED PRODUCTS.

**c.** SOURCED PRODUCTS WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

**d.** SOURCED PRODUCTS RETURNS. An RGA (Returned Goods Authorization) must be issued by Seller prior to returning Sourced Products; the RGA is good for thirty (30) days after issuance. Returns will be sent directly to the sourced supplier, and not to a Seller location, unless otherwise instructed in the RGA. Returned Sourced Products may incur a restocking fee based upon the Sourced Product sell price, plus freight paid by Seller and added to the invoice, unless the shipment of Sourced Products was the result of Seller or manufacturer error, or the Sourced Products are defective. Special manufactured and custom engineered products are sold on a "FINAL SALE" basis only and no changes, cancellation, returns, or refunds are allowed, except if Sourced Products are defective.

**e.** In the event that Seller agrees to stock an agreed upon quantity of Sourced Products for Buyer, upon expiration or termination of the Agreement, Buyer agrees to purchase all remaining stocked Sourced Product. Seller will invoice Buyer within (30) days of expiration, cancellation, or termination of the Agreement.

## 2. SOURCED SERVICES

**a.** SOURCED SERVICES PERFORMANCE. The performance of Sourced Services will be governed by the following additional terms and conditions ("additional service terms"). Sourced Services may be performed by: (i) Seller, its subsidiaries, affiliates, or subcontractors ("Seller"); or third-party service providers engaged by Seller ("third-party providers"). For purposes of this section, "Sourced Service Provider" refers to either Seller or a third-party provider depending upon which of them is performing services, and "service provider personnel" refers to personnel of such Sourced Service Provider.

**b.** SOURCED SERVICES SPECIFIC TERMS. The terms and conditions contained in this section are extended solely by the specific Sourced Service provider performing Sourced Services and should be considered opportunity specific. A third-party provider may require Buyer via Seller to execute additional contractual documents prior to the performance of Sourced Services, which documents may modify the terms between Buyer and Seller specific to the Sourced Services sold. In the event of a conflict between the standard terms

and conditions in this Contract and additional Sourced Services terms, the additional Sourced Services terms shall prevail for the performance of the Sourced Services sold.

**c.** SOURCED SERVICES LIMITED WARRANTY. All Sourced Services will (i) be performed in a workmanlike manner; (ii) conform to the specifications (if any) provided by the Sourced Service provider in a statement of work; and (iii) be warranted for a period of ninety (90) days after performance of Sourced Services ("limited warranty period"). If Sourced Services are improperly performed and Buyer notifies Seller of the improperly performed Sourced Service during the limited warranty period, then Seller will coordinate with the Sourced Service provider to re-perform those Sourced Services, in whole or in part, as necessary to cure the particular breach, or at the Sourced Service provider's sole option, refund the amount paid by Buyer for the Sourced Services directly attributable to the particular breach. The Sourced Service provider's re-performance or refund of amounts paid by Buyer for the Sourced Service directly attributable to the particular breach shall be Buyer's sole and exclusive remedy.

**d.** SOURCED SERVICES WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SOURCED SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE SOURCED SERVICE PROVIDER DISCLAIMS, AND BUYER WAIVES, ALL OTHER WARRANTIES FOR SOURCED SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SOURCED SERVICES FOR THEIR INTENDED PURPOSE AND SHALL NOT APPLY TO SOURCED SERVICES WHICH HAVE BEEN SUBJECT TO MODIFICATION BY BUYER OR ANY THIRD PARTY.

**e.** SOURCED SERVICES LIMITED LIABILITY. SELLER AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES IN THE PERFORMANCE OF SOURCED SERVICES. THE LIABILITY OF SELLER OR ANY THIRD-PARTY PROVIDER PERFORMING SOURCED SERVICES IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE FOR THE PERFORMANCE OF THE PORTION OF SOURCED SERVICES THAT GIVES RISE TO ANY LIABILITY.

Exhibit 02 – Grainger 2023 ESG Report

# 2023

# Environmental, Social and Governance Report

GRAINGER

GraingerESG.com

# Contents


**A Letter from Our Chairman and CEO**

**Grainger at a Glance**
Our Purpose
ESG Highlights
Awards

**Our Approach to ESG**
ESG Governance
Materiality Assessment

**Sustainability Solutions for Our Customers**
Environmental and Social Customer Solutions
Value-Driven Sustainable Practices

**Environmental**
Environmental Management
Climate Change Disclosure and GHG Emissions
Emissions Reduction Strategy
Waste and Recycling
Water

**Social**
Health and Safety
Diversity, Equity and Inclusion
Talent Recruitment
Team Member Learning
Community Investment

**Governance**
Ethics and Compliance
Privacy
Information Security
Business Continuity

**Appendix**
Forward-Looking Statements
Grainger and The Sustainable Development Goals (SDGs)
GRI Index
SASB Index
TCFD Index

## ABOUT THIS REPORT

The report's contents are shaped by our ESG materiality assessment, which was last completed in 2021. We also align disclosures to the Task Force on Climate-Related Financial Disclosures (TCFD) and Sustainability Accounting Standards Board (SASB), and we provide a Global Reporting Initiative (GRI) content index to indicate the location(s) of particular ESG topics and data. The data in this document is for the reporting period January 1, 2022 to December 31, 2022 unless otherwise specified. Throughout this report, data figures are rounded and approximate.

## BOUNDARY

Although Grainger's ESG commitments apply throughout the world, this report is primarily focused on the company's major operations in North America. These operations currently represent more than 80% of Grainger's business based on percentage of revenue, scope of operations and number of team members. In this report, the specific geographic and business unit boundaries are referenced as following:

- "Total company", "Grainger", "global", or "globally" refer to W.W. Grainger, Inc. and its subsidiaries, except where the context makes it clear that the reference is only to W.W. Grainger, Inc. itself and not its subsidiaries.
- "High-Touch Solutions N.A." refers to Grainger's High-Touch Solutions segment, which provides value-added MRO solutions that are rooted in deep product knowledge and customer expertise. The high-touch solutions model serves customers with complex buying needs. This segment includes the Grainger-branded businesses in the United States (U.S.), Canada, Mexico and Puerto Rico.
- "High-Touch Solutions U.S." refers to Grainger-branded businesses in the U.S. that form part of the high-touch solutions model.
- "Endless Assortment" refers to Grainger's Endless Assortment segment that provides a streamlined and transparent online platform with one-stop shopping for millions of products. The Endless Assortment segment includes Zoro Tools, Inc. (Zoro) and MonotaRO Co., Ltd. (MonotaRO) online channels which operate predominately in the U.S. and Japan.
- Stated geographies such as "U.S." or "U.S. and Canada" refer to all of Grainger's operations in the stated geographies. Both reportable segments High-Touch Solutions N.A. and Endless Assortment are included.

## EXTERNAL ASSURANCE

The company engages with Apex Companies, LLC, for verification of its greenhouse gas emissions, energy consumption, waste generation and water consumption data. Additionally, Grainger receives ongoing verification of its environmentally preferable SKU designation from a third-party provider.

## DATA VALIDATION

In 2021, Grainger's Controllership team began an extensive ESG metric validation project, which was completed in 2022. The objectives of this work included assessment of all ESG metrics reported internally and externally, validation of source data and calculation of metrics. In 2022, a new team within Controllership was established that is dedicated to reviewing ESG data and ensuring accuracy, completeness and consistency in external reporting on an ongoing basis.

A LETTER FROM OUR CHAIRMAN AND CEO

## At Grainger, our more than 26,000 team members work diligently to fulfill our purpose:

# We Keep The World Working®

Achieving that calling demands that we always do the right thing for our people, our customers and the environment.

In that spirit, I'm excited to share with you Grainger's 2023 Environmental, Social and Governance (ESG) Report, in which we detail how we are enabling our team to make a positive impact for the customers and communities we are privileged to serve.

I have the honor of heading our ESG Leadership Council, which sets the strategic direction for Grainger's ESG program and identifies ways to incorporate those initiatives into our operations and strategy. Together with subject-matter experts across the business, we are advancing key priorities, including linking executive compensation to our ESG objectives and advancing our near-term focus areas:

- Customer Sustainability Solutions
- Supplier Diversity
- Energy and Emissions
- Diversity, Equity and Inclusion

Each of these focus areas is an important part of both our culture and operations and allows us to scale our actions to make a greater impact. Early indications show we are delivering on each of them, driving sustainability, making an impact in our communities and building a strong, welcoming culture. More details on our work can be found in this report.

Meeting our ESG objectives aligns with Grainger's purpose-driven culture. We have long focused on building a more diverse, equitable and inclusive environment. We strive to make sure each team member feels welcome and able to do their best work. For the second year in a row, Grainger was named one of the *Fortune*[1] 100 Best Companies to Work For, and for the first time was recognized by *Fortune* as one of the Best Workplaces for Women and America's Most Innovative Companies.

As we look ahead, we will remain a leader in ESG by living our principles, helping our customers meet their own sustainability goals and positively impacting the communities where we operate. By doing this, we continue to ensure Grainger remains a company our customers trust and a place where our team members have meaningful and fulfilling careers.

I am confident the Grainger team will continue to act with integrity and serve our customers, as we've done for nearly 100 years.

> **Our success is the result of a purpose-driven culture, one which calls on each of us to always do the right thing for our customers, the environment and each other.**
>
> —D.G. MACPHERSON

1. From *Fortune*. ©2023 and ©2022 *Fortune* Media IP Limited All rights reserved. Used under license.

# Grainger at a Glance

W.W. Grainger, Inc., is a leading broadline distributor of maintenance, repair and operating (MRO) products in North America, Japan and the United Kingdom. We achieve our purpose, We Keep The World Working®, by providing our customers with the products and services they need to keep their operations running and their people safe.

**TOTAL COMPANY HIGHLIGHTS**

$15.2B
in sales

>4.5M
active customers

26,000
team members

>30M
products offered

>5,000
product suppliers[2]

2. Represents product suppliers with over $100K spend in 2022.

# Our Purpose

***We Keep The World Working®***

## OUR ASPIRATION

We relentlessly expand our leadership position by being the go-to partner for people who build and run safe, sustainable and productive operations.

For more information on Grainger, visit **invest.grainger.com**.

- Start with the customer
- Win as one team
- Embrace curiosity
- Invest in our success
- Act with intent
- Do the right thing
- Compete with urgency

# ESG Highlights

## CUSTOMER SUSTAINABILITY SOLUTIONS

**>$1B** in Grainger High-Touch Solutions U.S. environmentally preferable product (EPP) sales

## SUPPLIER DIVERSITY

**>$2B** spent by Grainger High-Touch Solutions U.S. on products from small businesses, including woman-, minority-, veteran-, LGBTQ+– and disabled person–owned businesses, as well as historically underutilized business zone (HUBZone) and disadvantaged businesses[3]

## ENERGY AND EMISSIONS

**26%** total global Scope 1 and Scope 2 emissions reduction since 2018. Grainger has set a target to reduce its total global absolute Scope 1 and Scope 2 GHG emissions by 30% by 2030 from a 2018 baseline

## DIVERSITY, EQUITY AND INCLUSION

**35%** women in leadership positions in the U.S. and Canada

**24%** racially and ethnically diverse team members in leadership positions in the U.S.

**36%** women directors serving on our board[4]

**27%** racially and ethnically diverse directors serving on our board[4]

## ETHICS AND COMPLIANCE

**100%** of required total company team members certified in Grainger's Business Conduct Guidelines

## WASTE AND RECYCLING

**94%** recycling rate across our U.S. distribution centers

3. During the federal government's fiscal year ended September 30, 2022.
4. This information is as disclosed in the 2023 Proxy Statement.

# Awards

## SUSTAINABILITY AND ESG

CDP DISCLOSER 2022

**A-** in 2022

Member of Dow Jones Sustainability Indices Powered by the S&P Global CSA

2022: sixth consecutive year

MSCI ESG RATINGS AAA

As of 2023, Grainger received an MSCI ESG Rating of AAA

BRONZE 2023 ecovadis

72 percentile

2023 Sustainalytics ESG Industry Top-Rated Company

2023 Newsweek: America's Most Responsible Companies

2023 S&P Global Sustainability Yearbook Member

## DIVERSITY, EQUITY AND INCLUSION

BEST PLACES TO WORK 2022 for LGBTQ+ Equality 100% CORPORATE EQUALITY INDEX

Perfect score for eighth consecutive year in 2022

DEI DISABILITY EQUALITY INDEX

2022: sixth consecutive year

Diversityinc TOP 50 NOTEWORTHY 2023

2023 Top 50 Noteworthy Companies and Top Regional Company for Diversity

NOD 2022 LEADING DISABILITY EMPLOYER

## CULTURE AND WORKPLACE

Great Place To Work. Certified JUN 2022-JUN 2023 USA

Re-certified

FORTUNE 100 BEST COMPANIES TO WORK FOR 2023

FORTUNE BEST WORKPLACES FOR WOMEN 2023

FORTUNE AMERICA'S MOST INNOVATIVE COMPANIES 2023 statista

BEST FOR VETS 2022 MILITARY TIMES EMPLOYERS

From *Fortune*. ©2022 and ©2023 *Fortune* Media IP Limited All rights reserved. Used under license. *Fortune* and *Fortune* 100 Best Companies to Work For® are registered trademarks of *Fortune* Media IP Limited and are used under license. *Fortune* and *Fortune* Media IP Limited are not affiliated with, and do not endorse products or services of, W.W. Grainger, Inc.

The use by W.W. Grainger, Inc. of any MSCI ESG Research LLC or its affiliates ("MSCI") data, and the use of MSCI logos, trademarks, service marks, or index names herein, do not constitute a sponsorship, endorsement, recommendation, or promotion of W.W. Grainger, Inc. by MSCI. MSCI Services and Data are the property of MSCI or its information providers, and are provided 'as is' and without warranty. MSCI names and logos are trademarks or service marks of MSCI.

# Our Approach to ESG

At Grainger, we integrate ESG initiatives into our strategy and daily operations at each level of the business to deliver long-term value to our stakeholders. We embrace sustainability within our organization and are dedicated to helping our customers achieve their own sustainability goals through our products, services and resources.

# ESG Governance

The Board of Directors (Board), executive leadership team and senior leaders take an active role in our overall ESG strategy. This includes ESG oversight by the Board, strategic direction by our executive leadership team and strategic and programmatic implementation by senior leaders and subject matter experts.

## BOARD OVERSIGHT

Our Board, guided by the **Operating Principles for the Board of Directors**, is responsible for Grainger's overall strategic direction. This direction includes ESG oversight by the **Board Affairs and Nominating Committee** (BANC), which is composed of independent Directors, including those with expertise in corporate environmental, social and governance matters. The BANC reviews Grainger's ESG programs and reporting at least annually, including, but not limited to, energy and emissions; community impact; governance; company culture; talent strategy; and diversity, equity and inclusion practices. Learn more about our Board governance in our **2023 Proxy Statement** and in our **Committee Charters**.

### ESG LEADERSHIP COUNCIL

In developing Grainger's ESG efforts, Chairman and CEO, D.G. Macpherson leads an ESG Leadership Council (ELC) composed of senior-most leadership that sets the strategic direction of Grainger's ESG program and identifies ways to incorporate ESG initiatives into operations and strategy. This group meets at least quarterly and updates the BANC on a regular basis.

### ESG WORKING GROUPS

The ESG Leadership Council's strategy is implemented by cross-functional ESG Working Groups focused on near-term priorities, material topics and supporting efforts such as reporting. Our ESG Working Groups comprise leaders and subject matter experts who are responsible for implementing programs to drive progress on key ESG topics and goals.

### EXECUTIVE COMPENSATION

During 2022, in partnership with the Compensation Committee's independent compensation consultant and our ESG Leadership Council, we studied various notional compensation program designs to assess how ESG metrics could align with our goal to drive a purpose-driven culture that enables strong performance and aligns with our ESG objectives. Informed by this review, we have integrated an ESG modifier within the U.S.-based Grainger Leadership Team's annual incentive program for 2023[5]. The ESG modifier can increase or decrease payouts determined by financial performance based on two quantitative metrics: total global absolute Scope 1 and 2 emissions and diverse leadership representation.

5. Grainger Leadership Team represents the CEO's leadership team (executive leadership).

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

| **[INSERT SUPPLIER ENTITY NAME]** | **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR** |
|---|---|
| Signature | Signature<br>Sarah Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title | Title |
| Date | Date |

**Exhibit C**
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

---

# MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

## RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

| **Participating Public Agency:** | **OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**<br>**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC** |
|---|---|
| Authorized Signature | Signature<br>Sarah E. Vavra |
| Name | Name<br>Sr. Vice President, Public Sector Contracting |
| Title and Agency Name | Title |
| Date | Date |

**Exhibit D**
**Principal Procurement Agency Certificate, Example**

---

## PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

**Exhibit E**
**Contract Sales Reporting Template**

---

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Supplier Name: | | Total Sales | $0.00 | | | | | | | | | | | |
| | | | Contract Number: | | Admin Fee % | | | | | | | | | | | | |
| | | | Reporting Period: | | Total Admin Fee | $0.00 | | | | | | | | | FOR OMNIA USE ONLY | | |
| Supplier Internal ID | ID | Name | Street Address | Street Address 2 | City | State | Postal Code | Transaction Date | Sales Amount | Admin Fee % | Admin Fee | Notes | Wildcard | UniqueId | Rebate Due | Rebate Name | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

**DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

**(D) 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 CFR Part 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 CFR Part 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.**
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(E) 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 CFR Part 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.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)**

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

**OR**

**Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)
**Certificate of Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

**COMMUNITY DEVELOPMENT BLOCK GRANTS**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

---

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

**a.** Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**c.** Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

**a.** Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

**11. PROCUREMENT OF RECOVERED MATERIALS**

**a.** Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems

appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)**

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

a. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.

b. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.

c. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

d. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

e. For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their

regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

f. Any contracts or subcontracts in excess of $2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

g. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS**

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).*

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

*These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)*

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS AND REPORTS**

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**FEDERAL CHANGES**

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).*

**CIVIL RIGHTS / TITLE VI REQUIREMENTS**

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its

subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

## SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## CARGO PREFERENCE REQUIREMENTS

**Use of United States-Flag Vessels.** The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

## FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

*Stated Reason(s)*:_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

## RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

*When applicable:*

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

## ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

## FTA PROTEST NOTIFICATION

***A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.***

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

   A protest filed with FTA shall:

   a. Include the name and address of the protestor.

   b. Identify the grantee, project number, and the number of the contract solicitation.

   c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

      Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran, Russia and Belarus |
| DOC #7 | New Jersey Business Registration Certificate |
| DOC #8 | EEOAA Evidence |
| DOC #9 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** _____

**Organization Address:** _____

## Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

## Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |
| | |

## Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|---|
| | |
| | |
| | |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|---|
| | |
| | |
| | |

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---|---|---|---|
| Full Name (Print): | | Title: | |
| Signature: | | Date: | |

DOC #2

# NON-COLLUSION AFFIDAVIT

| STANDARD BID DOCUMENT REFERENCE | |
|---|---|
| | **Reference: VII-H** |
| Name of Form: | **NON-COLLUSION AFFIDAVIT** |
| Statutory Reference: | No specific statutory reference<br>State Statutory Reference N.J.S.A. 52:34-15 |
| Instructions Reference: | Statutory and Other Requirements VII-H |
| Description: | The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding. |

# NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**
**(P.L. 1975, C.127)**

**Company Name:** _____

**Street:** _____

**City, State, Zip Code:** _____

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over $50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

_____ _____

***Date*** ***Authorized Signature and Title***

# P.L. 1995, c. 127 (N.J.A.C. 17:27)
# MANDATORY AFFIRMATIVE ACTION LANGUAGE

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

| | | | |
|---|---|---|---|
| Vendor Name: | | | |
| Address: | | | |
| City: | | State: | Zip: |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

| _____ | _____ | _____ |
|---|---|---|
| Signature | Printed Name | Title |

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

| Contributor Name | Recipient Name | Date | Dollar Amount |
|---|---|---|---|
| | | | $ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**
**N.J.S.A. 19:44A-20.26**

**County Name:**
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |
| Name:<br>Home Address: | Name:<br>Home Address: |

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DOC #6

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

**N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

***OR***

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

*Printed Name of Authorized Agent* *Signature of Authorized Agent*

_____ _____

*Title* *Date*

_____

*Company Name*

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

## EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

**MACBRIDE-PRINCIPLES**

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**
**DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230**
**TRENTON, NEW JERSEY 08625-0230**

## MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** _____ **VENDOR/BIDDER:** _____

**VENDOR'S/BIDDER'S REQUIREMENT**
**TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

***OR***

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____ _____
Signature Date

_____

Print Name and Title

# Exhibit H
# Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|---|---|---|---|---|
| State of Alabama | State of Hawaii | Commonwealth of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma | Commonwealth of Virginia |
| State of Connecticut | Commonwealth of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | Commonwealth of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | U.S. Territories | | | |

Lists of political subdivisions and local governments in the above referenced states / districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR

NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT

SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26$^{TH}$ JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

# FEDERAL TRANSIT ADMINISTRATION
# TERMS, CONDITIONS, AND CERTIFICATIONS

# FEDERAL TRANSIT ADMINISTRATION
# TERMS, CONDITIONS AND CERTIFICATIONS

## Requirements/Conditions For All FTA Assisted Contracts:

**Federal Disclaimer to Third Parties**
**Program Fraud and False or Fraudulent Statements and Related Acts**
**Access to Third Party Contract Records**
**Prohibitions Against Exclusionary or Discriminatory Specifications**
**Changes to Federal Requirements**
**Termination Provisons (Contracts exceeding $10,000)**
**Civil Rights Requirements**
**Requirements for Disadvantaged Business Enterprises (DBEs)**
**Incorporation of FTA Terms**

## Requirements for Contracts Exceeding $25,000 Threshold:

**Debarment and Suspension Requirements**

## Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

**Report, record retention, and access provisions**
**Buy America requirements**
**Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation**
**Lobbying Requirements**
**Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)**
**Clean Water Requirements**
**Clean Air Requirements**

## Cargo Preference

**Acquisition of Property Shipped by Ocean Vessel**
**Acquisition of Property Shipped by Air (Fly America)**

## Construction Activities:

**Equal Employment Opportunity (Except for supplies/raw materials)**
**Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)**
**Davis Bacon Act (for contracts exceeding $2,000)**
**Contract Work Hours & Safety Standards Act (contracts exceeding $100,000)**
**Copeland Anti-Kickback Act (for all construction contracts)**
**Siesmic Safety (for new buildings/additions only)**

## Non Construction Activities

**Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of $100,000**

## Transit Operations

**Transit Employee Protective Arrangements**
**Charter Service Operation**
**School Bus Operations**
**Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations**

## Planning, Research, Development and Demonstration Projects

- Patent Rights Requirements
- Rights in data and copyrights requirements

## Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

- Bus Testing
- Pre-Award and Post-Delivery Audit Requirements

## Miscellaneous Special Requirements

- Environmental Protection
- Energy Conservation Requirements
- Metric System Requirements
- National ITS Architecture
- Requirements for Recycled Products (for items designated by EPA)
- Seat Belt Use
- Text Messaging While Driving

## Federal Davis-Bacon Wage Rates

- (If Applicable)

## Certifications

- Buy America
- Transit Vehicle Manufacturer's DBE Certification
- Lobbying
- Bus Testing Requirements

## Protest Procedures For Federal Transit Administration Funded Projects

- Sun Tran Protest Procedures For Federal Transit Administration (FTA) Funded Projects

# Requirements/Conditions For All FTA Assisted Contracts

## This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Sun Tran and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by Sun Tran. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

## Federal Disclaimer to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Access to Third Party Contract Records *(Form FTA Master Agreement MA (18) dated October 1, 2011)*

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

## Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, Sun Tran agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

## Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement *(Form FTA MA (18) dated October, 2011 between Sun Tran and FTA)*, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

## Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** Sun Tran may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran to be paid the Contractor. If the Contractor has any property in its possession belonging to Sun Tran, the Contractor will account for the same, and dispose of it in the manner Sun Tran directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Sun Tran may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by Sun Tran that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Sun Tran, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** Sun Tran in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Sun Tran's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from Sun Tran setting forth the nature of said breach or default, Sun Tran shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Sun Tran from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that Sun Tran elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Sun Tran shall not limit Sun Tran's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** Sun Tran, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Sun Tran shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of Sun Tran, protect and preserve the goods until surrendered to Sun Tran or its agent. The Contractor and Sun Tran shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Sun Tran may terminate this contract for default. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Sun Tran may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Sun Tran resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Sun Tran in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Sun Tran, acts of another Contractor in the performance of a contract with Sun Tran, epidemics, quarantine restrictions, strikes, freight embargoes; and

b. the contractor, within ten [10] days from the beginning of any delay, notifies Sun Tran in writing of the causes of delay. If in the judgment of Sun Tran, the delay is excusable, the time for completing the work shall be extended. The judgment of Sun Tran shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Sun Tran.

9. **Termination for Convenience or Default (Architect and Engineering):** Sun Tran may terminate this contract in whole or in part, for Sun Tran's convenience or because of the failure of the Contractor to fulfill the contract obligations. Sun Tran shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Sun Tran, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, Sun Tran may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by Sun Tran.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Sun Tran.

10. **Termination for Convenience or Default (Cost-Type Contracts):** Sun Tran may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Sun Tran or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Sun Tran, or property supplied to the Contractor by Sun Tran. If the termination is for default, Sun Tran may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Sun Tran and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Sun Tran, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Sun Tran determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Sun Tran, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42**

**U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

    a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

    c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26**

1. The Federal Fiscal Year goal has been set by Sun Tran in an attempt to match projected procurements with available qualified disadvantaged businesses. Sun Tran goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Sun Tran as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and Sun Tran that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any such other remedy as the recipient deems appropriate.

   It is further the policy of Sun Tran to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of Sun Tran procurement activities are encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, Sun Tran may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Sun Tran DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of Sun Tran and will be submitted to Sun Tran upon request.

e. Sun Tran will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

   * Identification of qualified DBE

   * Available listing of Minority Assistance Agencies

   * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

   a. Disadvantaged business "means a small business concern":

      i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

      ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

      or

      iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

      iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

   b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

   c. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

      i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

      ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

      iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

      iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

      v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

**3.** Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by Sun Tran to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by Sun Tran. Sun Tran will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to Sun Tran Office of Equal Opportunity Programs Director,

201 N. Stone Ave., 3rd Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

**Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of Sun Tran's requests which would cause Sun Tran to be in violation of the FTA terms and conditions.

**Requirements for Contracts Exceeding $25,000**

**Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549**

**Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).**

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

**Requirements for Contracts Exceeding $100,000**

## Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

## Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

### Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

### Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Sun Tran. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of Sun Tran. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Sun Tran shall be binding upon the Contractor and the Contractor shall abide be the decision.

### Performance During Dispute

Unless otherwise directed by Sun Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Sun Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Sun Tran is located.

**Rights and Remedies**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Sun Tran, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Sun Tran.

## Bonding Requirements for Construction Activities; may be imposed for non-construction activities

**Refer to the Special Terms & Conditions of this Solicitation for**

Bid Bond Requirements (Construction )
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

## Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

## Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

## Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

# Cargo Preference

## Cargo Preference - 46 U.S.C. 1241, 46 CFR Part 381

**Acquisition of Property Shipped by Ocean Vessel:**
Pursuant to 46 C.F.R. Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

The contractor agrees to:

a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**Acquisition of Property Shipped by Air (Fly America):**

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## Construction Activities

## Equal Employment Opportunity (Does not apply for supplies/raw materials procurements)

### Equal Employment Opportunity

All construction contracts in excess of $10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). The following clauses shall be included:

**Nondiscrimination**

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor and the FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or Federally assisted contracts in accordance with procedures authorized in Executive No. Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**Specifications**

The following clauses must also be included in all construction contracts and subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.3:

"Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order No. 11246):

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer Identification Number" means the federal social security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a hometown plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Program Office or from Federal Procurement Contracting Officers. The contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order No. 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notice to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notice to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of the contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations set forth in paragraphs (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraphs (7)(a) through (p) of these specifications, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order No. 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No. 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No. 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the extent that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)."

**Notice**

Contractor agrees to include the following notice in all construction subcontracts over $10,000, in geographical areas designated pursuant to 41 C.F.R. 60-4.2:

"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. a. The goals and the timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

| Timetables | Goals for Minority Participation for Each Trade | Goals for Female Participation in Each Trade |
|---|---|---|
| | Insert Goals for Each Year | Insert Goals for Each Year |

b. These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and nonfederally involved construction.

c. The contractor's compliance with the Executive Order and the regulations at 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth at 41 C.F.R. Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is miscellaneous sites within the city limits of Tucson, Pima County, State of Arizona."

## Construction Employee Protection Requirements: (except for contracts < $2,000, or for supplies/raw materials)

### Davis Bacon Act - 40 USC §§ 3142(a), 29 CFR § 5.5(a)

### Copeland Anti-Kickback Act - 18 U.S.C. § 874, 29 C.F.R. § 3, 29 C.F.R. § 5.5(a)(1) through (10)

### Contract Work Hours & Safety Standards Act - 40 U.S.C. §3701, 29 C.F.R. § 5.5(b)

### Federal Labor Standards Provision

---

**[Code of Federal Regulations]**
**[Title 29, Volume 1, Parts 0 to 99]**
**[Revised as of July 1, 1998]**
**From the U.S. Government Printing Office via GPO Access (http://www.access.gpo.gov/nara/cfr/index.html)**
**[CITE: 29CFR5.5]**

**[Page 110-116]**

**TITLE 29--LABOR**

**PART 5--LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)**

**Subpart A--Davis-Bacon and Related Acts Provisions and Procedures**

**Sec. 5.5 Contract provisions and related matters.**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the
classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Sun Tran may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Sun Tran for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to
each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages -** Sun Tran shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts -** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

# SO CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR.
UNITD STATES DEPARTMENT OF LABOR

## TITLE 18, U.S.C., section 874

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103-322, title XXXIII, Sec. 330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

## KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

## TITLE 29 – LABOR

## Subtitle A - Office of Secretary of Labor

## PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec. 3.1 Purpose and scope.

This part prescribes ``anti-kickback'' regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2 Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping.
Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or
subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, ``Payroll (For Contractors Optional Use)'' or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the ``reasonable cost'' of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is

To be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

## Siesmic Safety - 42 U.S.C. 7701 et seq. 49, CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project

## Non Construction Activities

## Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

# Transit Operations

**Transit Employee Protective Arrangements - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215**

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**Charter Service Operation - 49 U.S.C. 5323(d), 49 CFR Part 604**

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**School Bus Operation - 49 U.S.C. 5323(f) or (g), 49 CFR Part 605**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations - 49 U.S.C. §5331, 49 CFR Part 655**

The contractor agrees to establish an anti-drug use and alcohol misuse program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or Sun Tran, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the contractor's testing process. The contractor agrees further to certify annually its compliance with Part 655 thirty days before July 1st of each year and to submit the Management Information System (MIS) reports thirty days before March 15 each year to John Zukas, Transit Services Coordinator, P.O. Box 27210 Tucson, AZ 85726.

If the Contractor performs functions under the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), the contractor must comply with such applicable regulations. The Contractor's Drug Free Workplace Policy and the Contractor's Drug and Alcohol Policy/Program must clearly delineate the Contractor's responsibilities under their own Company policy, the FHWA's regulations, and the FTA's regulations respectively.

**Privacy Act - 5 U.S.C. 552**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

# Planning, Research, Development and Demonstration Projects

**Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19**

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

# Turnkey and Other Acquisitions Made by a Third Party Contractor Assuming the Role of Sun Tran

## Bus Testing - 49 U.S.C. 5323(c), 49 CFR Part 665

The Contractor or Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to Sun Tran at a point in the procurement process specified by Sun Tran which will be prior to Sun Tran's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to Sun Tran prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of Sun Tran of such a vehicle and the details of that vehicle's configuration and major components.

## Pre-Award and Post-Delivery Audit Requirements - 49 U.S.C. 5323, 49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists:

    a. component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and;
    b. the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

    a. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

    b. manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

# Miscellaneous Special Requirements

## Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

## Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize 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.

## Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, Sun Tran agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Sun Tran agrees to accept products and services with dimensions expressed in the metric system of measurement.

## National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

## Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not

include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

## Federal Davis-Bacon Wage Rates

The Federal Wage Rates applicable to this Contract are set forth in the following Document.

INSERT MOST RECENT WAGE DECISION INFORMATION HERE

**Certifications**

# BUY AMERICA CERTIFICATION
# CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

**(To be submitted with each bid or offer exceeding $100,000)**
**(To be signed and submitted by the bidder/offeror)**

**Certification requirement for all procurements except buses, other rolling stock and associated equipment.**

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

**Certificate of Compliance with 49 U.S.C. 5323(j)(1)**

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature_____

Company Name_____

Title _____

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

# BUY AMERICA CERTIFICATION

## CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**
**(To be submitted with each bid or offer exceeding $100,000)**
**(To be signed and submitted by the bidder/offeror)**

**Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

## TRANSIT VEHICLE MANUFACTURER'S DBE CERTIFICATION
## Certificate of Compliance with 49 CFR part 26.

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF TRANSIT VEHICLES ONLY**
**(To be submitted with all bids or offers for transit vehicles)**
**(To be signed and submitted by the manufacturer of the product offered)**

This procurement is subject to the provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid that does not include the certification must be rejected as non-responsive and not considered for evaluation and award.

I hereby certify that the offeror has complied with the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have been approved, or not disapproved, by the Federal Transit Administration.

_____ Name of Offeror

_____ Signature of the Offeror's Authorized Official

_____ Name and Title of the Offeror's Authorized Official

_____ Date

**CERTIFICATION REGARDING LOBBYING**
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**
**(To be submitted with each bid or offer exceeding $100,000)**
**(To be submitted by the bidder/offeror)**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

## CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

**(Pertains only to the acquisition of Turnkey Rolling Stock over $100,000))**
**(To be signed and submitted by the manufacturer of the product offered)**

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

# Protest Procedures For Federal Transit Administration Funded Projects

# City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

***A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.***

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

   A. The items to be procured are urgently required;

   B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

   1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

CITY OF TUCSON

# Contract No. 240078 - 01

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, and Materials

**Vendor:** W.W. Grainger, Inc.

## Table of Contents


1. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)
2. City's Intent to Negotiate/BAFO Request
3. Vendor's Response to RFP No. 240078
4. RFP No. 240078
5. Insurance

CITY OF TUCSON

# 5. Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/13/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Aon Risk Services Central, Inc.<br>Chicago IL Office<br>200 East Randolph<br>Chicago IL 60601 USA | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| W.W. Grainger, Inc. and its subsidiaries, affiliates and divisions (see attached addendum for Named Insureds)<br>100 Grainger Parkway<br>Lake Forest IL 60045 USA | INSURER A: XL Specialty Insurance Co | 37885 |
| | INSURER B: Greenwich Insurance Company | 22322 |
| | INSURER C: National Fire & Marine Ins Co | 20079 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570108143953 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | RGD3001890 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $10,000,000<br>$10,000,000<br>Excluded<br>$10,000,000<br>$10,000,000<br>$10,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | RAD9438255 | 01/01/2024 | 01/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $2,000,000 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION | | | 42RLO32612002<br>SIR applies per policy terms & conditions | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>Products/Completed O | $10,000,000<br>$10,000,000<br>$10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | RWD3001887<br>AOS | 01/01/2024 | 01/01/2025 | X PER STATUTE OTH-ER | |
| A | | | Y | RWR3001888<br>DE & WI | 01/01/2024 | 01/01/2025 | E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Excess Workers Compensation | | | RWE9435541<br>OH & WA<br>SIR applies per policy terms & conditions | 01/01/2024 | 01/01/2025 | EL Each Accident<br>EL Disease - Policy<br>EL Disease - Ea Emp | $1,000,000<br>$1,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: RFP/Contract No. 240078-01, Maintenance Repair and Operations (MRO) Supplies, Part, Equipment, MAterials and Related Services, City Hall, 255 W. Alameda, 1st Floor, Conference Room, Tucson, AZ 85701. The Certificate holder is included as Additional Insured per attached CG 20 26 12 19 and CA 20 48 10 13 with respect to General Liability policy and Auto Liability coverage, where required by written contract. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions, where required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies, where required by written contract.

**CERTIFICATE HOLDER**

City of Tucson
Attn: Matt Sage
255 W. Alameda, 6th Floor
Tucson AZ 85701 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier : AGCEHI

Certificate No : 570108143953

©1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10768055

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Central, Inc. | W.W. Grainger, Inc. and its |
| POLICY NUMBER: See Certificate Number: 570108143953 | |
| CARRIER: See Certificate Number: 570108143953 / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds

including Zoro Tools, Inc. and Fabory U.S.A., Ltd.



© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| Any person or organization where required by written contract provided that such contract was executed prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

**1.** In the performance of your ongoing operations; or

**2.** In connection with your premises owned by or rented to you.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


© Insurance Services Office, Inc., 2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** W.W. Grainger, Inc.

**Endorsement Effective Date:** January 1, 2024

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| Any person or organization where required by written contract provided that such contract was executed prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

 © Insurance Services Office, Inc., 2011 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

 © Insurance Services Office, Inc., 2018 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

 © Insurance Services Office, Inc., 2018 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** W.W. Grainger, Inc.

**Endorsement Effective Date:** January 1, 2024

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| Any person or organization where required by written contract provided that such contract was executed prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

 © Insurance Services Office, Inc., 2011 

(Ed. 4-84)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective
Insured
W.W. Grainger, Inc.
Insurance Company
XL Specialty Insurance Company
.

Policy No.
RWD3001887

Endorsement No.
Premium Included

Countersigned by _____

**WC 00 03 13**
(Ed. 4-84)

**© 1983 National Council on Compensation Insurance.**

# CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4469
RAQUEL.DUARTE@TUCSONAZ.GOV
ISSUE DATE: 1/26/2026

**CONTRACT # 240078-01**
CONTRACT ADDENDUM NUMBER: ONE (1)

RD
SENIOR CONTRACT OFFICER: RAQUEL DUARTE

## MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

### ITEM ONE (1): PRICE ADJUSTMENT

In accordance with the Special Terms and Conditions, the attached price page shall become effective February 1, 2026.

*****END OF ADDENDUM ITEMS*****

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

**CONTRACTOR: W.W. Grainger Inc.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE ADDENDUM

Anthony Caraveo
Anthony Caraveo (Jan 28, 2026 16:53:25 PST)
January 28 2026
Signature of person authorized to sign Date

Anthony Caraveo Contract Manager
Name and Title (typed or printed legibly)

WW Grainger
Company Name

100 Grainger Parkway
Address

anthony.caraveo@grainger.com
Email Address

Lake Foest IL 60045
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Angela Hoefer
Name and Title (typed or printed legibly)

(480) 309-2024
Phone Number

Angela.Hoefer@grainger.com
Email Address

**CITY OF TUCSON:**

THE ABOVE REFERENCED CONTRACT ADDENDUM IS HEREBY EXECUTED THIS 29th DAY OF January, 2026, AT TUCSON, ARIZONA.

Dan Longanecker
FOR
Director of Business Services and not personally

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO PRO INSTALLATIONS INC. DBA PROSPECTRA CONTRACT FLOORING FOR THE CARSON EVENT CENTER FLOORING REPLACEMENT PROJECT (CITY COUNCIL)

## I. SUMMARY

Staff recommends that the City Council award a Public Works Agreement to Pro Installations Inc. dba Prospectra Contract Flooring, the lowest responsive and responsible bidder under Invitation for Bids (IFB) 26-14, in an amount not to exceed $87,163. The project includes removal of the existing flooring, surface preparation, moisture mitigation, and installation of new commercial-grade luxury vinyl plank flooring in several high-use areas of the Carson Event Center. As one of the City's busiest public facilities, the Carson Event Center serves residents of all ages through community programs, senior activities, meetings, and special events. These improvements will enhance the facility's appearance, safety, functionality, and long-term durability while reducing future maintenance needs.

Since the City Council approved project funding in March 2026, staff has completed several key milestones to prepare the project for construction. These include purchasing the flooring materials, completing environmental testing that confirmed the absence of asbestos, and conducting a competitive bidding process. Staff also reissued the original bid solicitation after identifying a required prevailing wage disclosure had been omitted, ensuring the procurement process remained fully compliant with State public contracting requirements.

Because the Carson Event Center will remain open during construction, the work will be completed in carefully coordinated phases to minimize impacts to the public while maintaining safe access throughout the facility. Shaw Industries will also provide on-site quality assurance to verify proper installation and preserve the manufacturer's extended warranty. With the flooring materials already delivered and the procurement process complete, the project is ready to begin immediately upon City Council approval. Construction is expected to be completed within approximately 30 working days.

## II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Public Works Agreement to Pro Installations Inc. dba Prospectra Contract Flooring, the lowest responsive and responsible bidder, for the removal of existing flooring, surface preparation, moisture mitigation, and installation of new flooring materials at the Carson Event Center in an amount not to exceed $87,163.00; and,

2. AUTHORIZE the Mayor to execute the proposed Agreement with Pro Installations Inc. dba Prospectra Contract Flooring, following approval as to form by the City Attorney.

## III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate and consistent with applicable law.

## IV. BACKGROUND

The Carson Event Center is one of the City's primary community facilities, hosting a wide variety of public meetings, recreational programs, senior activities, and special events throughout the year. After many years of continuous public use, the existing carpet in several corridors, activity rooms, and other high-traffic areas has reached the end of its useful life and is showing significant wear. Replacing the existing flooring with durable, commercial-grade luxury vinyl plank flooring will improve the appearance, safety, functionality, and long-term maintenance of the facility while allowing it to continue serving the community for many years. City Council has previously taken several actions to advance this project. On March 11, 2026, the City Council approved funding for the flooring replacement project, establishing the budget necessary to move forward. On May 5, 2026, the City Council approved the purchase of commercial-grade luxury vinyl plank flooring from Shaw Industries, Inc. in the amount of $129,309.59 via the cooperative purchasing regulations under Carson Municipal Code Section 2611(g) and Omnia Partners cooperative purchasing agreement #2020002144 (Exhibit 3). Procuring the flooring materials separately from the installation services allowed the City to secure the desired product, control material costs, and proceed with the installation through a competitive bidding process.

Before installation work could begin, staff completed the environmental due diligence necessary to protect both the public and construction workers. Because portions of the existing flooring could potentially contain hazardous building materials due to the age of the facility, the City first conducted environmental testing to determine whether asbestos was present. A purchase order for environmental testing services was issued on May 27, 2026. Field surveys and material sampling were completed on June 4, 2026, and laboratory testing performed by JLM Environmental on June 18, 2026, confirmed that all samples tested negative for asbestos (Exhibit 4). This important milestone eliminated the need for asbestos abatement, allowing the project to move forward safely while avoiding additional construction costs, project delays, and potential impacts to Event Center operations.

Staff also carefully managed the procurement process for the installation work to ensure compliance with California public contracting requirements. An initial Invitation for Bids (IFB 26-13) was released on April 9, 2026. During the bidding process, staff identified that required California prevailing wage language had been inadvertently omitted from the solicitation documents. Prevailing wage laws require contractors working on most public works projects to pay workers minimum wage rates established by the State of California. To ensure the procurement process remained legally compliant, fair, and transparent, staff canceled the original solicitation and issued a corrected Invitation for Bids (IFB 26-14) on April 23, 2026 (Exhibit 1), with the required language included. Although this corrective action extended the project schedule, it protected the integrity of the procurement process and reduced potential legal and contractual risks to the City.

To further support a successful project, staff conducted pre-bid meetings with prospective contractors and Carson Event Center staff before bids were due. These meetings allowed contractors to inspect the project site, verify field conditions and measurements, ask questions, and gain a clear understanding of the City's expectations before preparing their bids. Event Center staff also participated to identify operational considerations based on the facility's daily use and to help coordinate construction activities with ongoing public programs and events. During the pre-bid meetings, staff emphasized that the Carson Event Center would remain open throughout construction. Because the facility continues to serve seniors, community organizations, and the general public on a daily basis, contractors were required to develop construction plans that minimize disruption while maintaining safe operations. Contractors were instructed to include phased construction sequencing, dust-control measures, temporary barriers, safe pedestrian access, and close coordination with Event Center staff as part of their proposals to ensure the facility could continue operating safely during construction.

Following evaluation of the bids received under IFB 26-14 (Exhibit 2), Pro Installations, Inc. was determined to be the lowest responsive and responsible bidder. A responsive bidder is one whose bid meets all of the City's bidding requirements, while a responsible bidder is one that has demonstrated the qualifications, experience, and ability to successfully perform the work. Consequently, staff recommends awarding the construction contract to Pro Installations, Inc. to complete the flooring installation in an amount not to exceed $87,163.

The flooring materials have already been delivered and are being securely stored at the City's Public Works Warehouse. As a result, the project is fully prepared to begin immediately following City Council approval and issuance of a Notice to Proceed. Throughout construction, staff will continue working closely with the contractor and Event Center staff to minimize impacts to facility operations. Construction will occur in carefully coordinated phases, with appropriate dust-control measures, temporary containment, and safe pedestrian pathways maintained at all times. These measures are intended to protect visitors, staff, and contractors while allowing the Carson Event Center to remain open and continue serving the public throughout construction. To further protect the City's investment, technical representatives from Shaw Industries will monitor the flooring installation to ensure it complies with the manufacturer's installation requirements. This quality assurance oversight helps confirm the flooring is installed correctly, supports long-term product performance, and preserves the City's eligibility for the manufacturer's extended warranty.

If approved by the City Council, construction is anticipated to begin immediately following issuance of the Notice to Proceed and is expected to be completed within approximately 30 working days.

## V. FISCAL IMPACT

There is no additional fiscal impact associated with this recommendation. Funding is available within the City's adopted Fiscal Year 2026-2027 Capital Improvement Program budget under Project No. PW1835 (Account No. 101-99-999-904-8008). The combined cost of the Shaw Industries flooring materials and the proposed installation contract with Pro Installations Inc. remains within the previously approved project budget of $300,000, which was approved as part of the Fiscal Year 2025-2026 Mid-Year Budget Adjustment in March 2026. No additional budget appropriation or budget amendment is required. The remaining project budget balance will be carried forward through the Fiscal Year 2025-2026 continuing appropriations process scheduled for September 2026.

## VI. EXHIBITS

1. Bid Packet for IFB #26-14
2. Bid Register
3. Flooring Spec Sheet and Rendering
4. JLM Environmental Report
5. Proposed Agreement with Pro Installations Inc.

**Attachments**

1. IFB 26-14 - Bid Packet
2. IFB - 26-14 - Bid Results
3. Flooring Spec Sheet and Rendering
4. JLM Environmental Report
5. (Pro Installations) Public Works Agreement - Community Center Flooring

# CITY OF CARSON

## ADDENDUM TO NOTICE OF INVITATION FOR BIDS (IFB): #26-14

Notice is hereby given that the Purchasing Manager is seeking sealed electronic bids for:

## COMMUNITY CENTER FLOORING DEMOLITION AND INSTALLATION

| | |
|---|---|
| **ISSUE DATE:** | **04/23/2026** |
| **OPTIONAL JOB WALK:** | **04/30/2026 \| 10:00 AM** |
| **Q&A DEADLINE:** | **05/04/2026 \| 10:00 AM** |
| **IFB DEADLINE:** | ~~**05/18/2026 \| 10:00 AM**~~<br>**05/21/2026 10:30 AM** |

**Register as a vendor and submit electronic responses via PlanetBids:**
https://vendors.planetbids.com/portal/32461/bo/bo-detail/134660

No late responses will be accepted. Any response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid/pre-proposal meeting is indicated above as Mandatory, attendance and sign-in are required for bid eligibility. If indicated as Optional, attendance is encouraged but not required.

To view other bidding opportunities from the City of Carson, please visit: https://ci.carson.ca.us/Finance/Bidding.aspx.

**Josilla Togiola, Purchasing Manager**

# CITY OF CARSON

## ADDENDUM TO NOTICE OF INVITATION FOR BIDS (IFB): #26-14

Notice is hereby given that the Purchasing Manager is seeking sealed electronic bids for:

## COMMUNITY CENTER FLOORING DEMOLITION AND INSTALLATION

| | |
|---|---|
| **ISSUE DATE:** | **04/23/2026** |
| **OPTIONAL JOB WALK:** | **04/30/2026 \| 10:00 AM** |
| **Q&A DEADLINE:** | **05/04/2026 \| 10:00 AM** |
| **IFB DEADLINE:** | **05/18/2026 \| 10:00 AM** |

**Register as a vendor and submit electronic responses via PlanetBids:**
https://vendors.planetbids.com/portal/32461/bo/bo-detail/134660

No late responses will be accepted. Any response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid/pre-proposal meeting is indicated above as Mandatory, attendance and sign-in are required for bid eligibility. If indicated as Optional, attendance is encouraged but not required.

To view other bidding opportunities from the City of Carson, please visit: https://ci.carson.ca.us/Finance/Bidding.aspx.

**Josilla Togiola, Purchasing Manager**

# CITY OF CARSON

## INVITATION FOR BIDS (IFB): #26-14

Notice is hereby given that the Purchasing Manager is seeking sealed electronic bids for:

## COMMUNITY CENTER FLOORING DEMOLITION AND INSTALLATION

| | |
|---|---|
| **ISSUE DATE:** | **04/0232026** |
| **OPTIONAL JOB WALK:** | **04/30/2026 \| 10:00 AM** |
| **Q&A DEADLINE:** | **05/04/2026 \| 10:00 AM** |
| **IFB DEADLINE:** | **05/11/2026 \| 10:00 AM** |

**Register as a vendor and submit electronic responses via PlanetBids:**

https://www.planetbids.com/portal/portal.cfm?CompanyID=32461.

No late responses will be accepted. Any response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid meeting is designated as Mandatory above, attendance and sign-in are required for bid eligibility. If designated as Optional, attendance is encouraged.

To view other bidding opportunities from the City of Carson, please visit: https://ci.carson.ca.us/Finance/Bidding.aspx.

**Josilla Togiola, Purchasing Manager**

## A. SUMMARY

The City of Carson ("City") is soliciting sealed bids from qualified and licensed contractors to provide labor, supervision, tool, equipment, and all incidentals necessary to complete flooring demolition and installation and associated substrate preparation services at the Carson Community Center, located at 801 E. Carson St., Carson, CA 90745.

All flooring materials and associated products – including, but not limited to, LVT, carpet tile, wall base, moisture mitigation systems, self-leveling underlayment, and adhesives – will be furnished by the City. This solicitation is strictly for **labor: demolition and installation services**.

The Contractor shall assume fully responsibility for the proper handling, preparation, and installation of all owner-furnished materials, including moisture testing, substrate preparation, crack repair, application of moisture mitigation systems, leveling, and finish flooring installation. All work shall be performed in strict accordance with manufacture specification, applicable ASTM standards, and accepted industry practices to ensure a complete, durable, and warrantable flooring system.

Incorporated as a general law city on February 20, 1968, the City of Carson became a California charter city on November 6, 2018, following voter approval. As one of the youngest municipalities in the South Bay region of Los Angeles County, Carson has grown significantly—from a population of 61,000 in 1968 to nearly 100,000 residents today. The City spans 19.2 square miles and is located less than 20 miles south of downtown Los Angeles.

Carson is a culturally diverse and strategically located community with exceptional accessibility. The City is served by four major freeways—the Harbor (110), San Diego (405), Artesia (91), and Long Beach (710)—and is conveniently near Los Angeles International Airport, Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. Public transportation options include the MTA Bus Line and the City-operated Carson Circuit, providing efficient local transit.

Known for its modern infrastructure and business-friendly environment, Carson is home to major petrochemical, electronics, automotive, aerospace, trucking, and high-tech industries. Many companies headquartered here have received regional and local beautification awards. Through strong public-private partnerships, Carson continues to foster economic vitality and a promising future.

## B. GENERAL IFB POLICIES

The City of Carson reserves the right to modify this Invitation for Bids (IFB) at its sole discretion. Any revisions or clarifications will be issued in writing through official addenda via PlanetBids. Oral communications or modifications will not be recognized. All addenda released during the solicitation period shall become part of this IFB.

Bids must be submitted electronically through the City's online bid management system (PlanetBids) by the specified due date and time. The City reserves the right to take any action deemed to be in its best interest.

Bids may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on Planet Bids. Once the deadline has passed and bids are opened by the

Purchasing Manager or designee, submissions may not be withdrawn for a period of ninety (90) calendar days.

No contract shall exist unless and until the City Council formally awards a contract and full execution has occurred. If awarded, the contract is anticipated to be executed within approximately ninety (90) calendar days following the bid due date.

Unless otherwise stated, all bid documents must be submitted in PDF format. It is the sole responsibility of the Bidder to ensure that all documents are properly formatted, complete, and successfully uploaded to the City's online bid system. Incomplete, corrupt, or unreadable submissions may be deemed nonresponsive.

For technical assistance with electronic submission (e.g., vendor registration, document upload, password reset, bid confirmation), Bidders must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this IFB must be submitted electronically through PlanetBids by the deadline specified in the IFB. Direct contact with City personnel or elected officials regarding this IFB is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Bidders are solely responsible for ensuring timely submission. Late bids will not be accepted—no exceptions. A confirmation number with timestamp will be issued by PlanetBids upon successful submission. Only bids with a verified timestamp will be considered.

This IFB does not commit the City of Carson to award a contract or to reimburse any costs incurred in the preparation or submission of a response. All materials submitted become the property of the City.

NOTE: E-bids are sealed and cannot be viewed by the City until the official closing date and time. To withdraw a submission before the deadline, return to the PlanetBids portal and select the "Withdraw" option.

## C. BID SUBMISSION

All bids in response to this IFB must be submitted electronically via PlanetBids no later than the due date and time established on the cover page of this solicitation document. All bid submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All bid submission documents shall be uploaded in PDF format.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan, and upload your documents into PlanetBids prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a bid being deemed nonresponsive. All bids shall include the following, at minimum:

1. Required Bid Sections

- ☐ **Subcontractor List (if applicable)** – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications

and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.

- The majority of the work required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Bid, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

2. Cost File – Attached as **Exhibit C**

☐ **Cost File**

All cost information must be:

- Completed using the official Cost File form provided by the City (Exhibit C)
- Entered directly into the PlanetBids system in the "Line Items" tab.

Failure to complete both steps may result in your bid being deemed non-responsive.

- Bidder shall provide everything necessary, at their own expense, to deliver the required products and services. This includes, but is not limited to, labor, preparation work, materials, supplies, parts, tools, and equipment. The lump sum bid price must encompass all necessary materials, labor, and fees required to fulfill the contract obligations.
- All permits, licenses, and fees must be obtained and paid for solely by the awarded Bidder.
- The City is exempt from federal taxes; therefore, federal taxes must **not** be included in the bid price. However, the City is required to pay applicable sales tax on purchases, which must be included as a **separate line item** within the total bid price.
- The following additional charges will **not** be allowed under this contract: fuel surcharges, mileage rates, fines, entertainment, advertising, or any other costs deemed inappropriate for reimbursement with public funds.

3. Required General Attachments attached as **Exhibit A**

☐ **Bidder/Proposer Affidavit**
☐ **Affidavit of Non-Collusion and Non-Discrimination**
☐ **Affidavit of Non-Federal Lobbyist Requirement**
☐ **Debarment and Suspension Certification**
☐ **Certificate of Compliance with Labor Code Section 3700**
☐ **Acknowledgment of Insurance Endorsements** – Insurance requirements are outlined in Section 5.1 of the City's Form Contract **(Attached as Exhibit B)**
☐ **Client Reference List**
☐ **W9 (cover sheet only)**
☐ **Modifications to the City's Public Works Agreement (Attached as Exhibit B)**

- Bidders requesting modification to the City's Public Works Agreement (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
- Award is based on a successful negotiation. Failure of the City and any Bidder to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another bidder.

**D. QUESTIONS AND ADDENDA**

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted.

**Each question must be submitted separately, not combined into a single submission or written in paragraph form or submitted as an attachment**. Be sure to include the corresponding Section and page number with each question.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's IFB and/or Public Works Agreement, **must be included at the time of bid submission.** Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Changes to the IFB itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the IFB document requiring both signature and acknowledgement by the Bidder. It is the sole responsibility of the bidder to ensure that they have received the entire IFB including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

| Type of Question | Contact | Contact Info |
|---|---|---|
| Those related to the Contract | PlanetBids | Post directly to PlanetBids under the "Q&A" tab |
| Use of PlanetBids | PlanetBids | (818) 992-1771 |
| City's Purchasing Process | Josilla Togiola, Purchasing Manager | jtogiola@carsonca.gov, (310) 952-1758 |

## E. MINIMUM QUALIFICATIONS/ELIGIBILITY

All bidders must meet the following requirements:

### Contractor Licensing & Registration

- ☐ Contractor must hold a valid **California Contractor's License (C-15 Flooring and C-54 Tile)** at the time of bid submission and throughout contract duration.
- ☐ Must maintain **active DIR registration** pursuant to Labor Code §172.5 throughout the contract duration.

### Experience Requirements

- ☐ Minimum five (5) years' experience of municipal experience installing commercial flooring
- ☐ Must have completed at least **three (3) similar projects** (municipal, public facility, or commercial buildings) involving:
    - LVT installation
    - Carpet tile installation,
    - Moisture mitigation systems

### Project Performance History

- ☐ Must provide minimum three (3) references for similar projects completed within the last five (5) years
- ☐ No documented history of:

- Contract default
- Termination for cause
- Prevailing wage violations (within the last three (3) years

**Capacity & Scheduling**

Contractor must:

- **Complete the project by June 30, 2026**
- Must have the capacity to work after hours, weekends and any City-observed holidays:
  - Memorial Day, May 25, 2026 (last Monday of May)
  - Juneteenth, June 19, 2026 (19th of June)
- Must demonstrate sufficient **staffing and supervision capacity** to meet schedule deadline

☐ Compliance with Local Business Requirements: The bidder must be qualified to conduct business within the City of Carson, including maintaining a valid City business license and the required insurance coverage for the duration of the contract. A valid City business license and certificate of insurance are only required of the selected awardee and must be obtained prior to contract award. It is not required at the time of bid submission.

☐ **OPTIONAL JOB WALK / PRE-BID MEETING**

Location: Carson Community Center, 801 E. Carson St., Carson, CA 90745

Date: April 30, 2026

Time:10:00 am

Please meet in the main entrance lobby. A sign-in sheet will be circulated and uploaded to PlanetBids after the job walk/pre-bid meeting.

The purpose of the optional pre-bid meeting is to:

- Review and discuss the Scope of Work
- Address any questions regarding the bid documents
- Allow bidders to verify site conditions and square footage
- Review the pre-existing conditions

Bidders are strongly encouraged to review the bid documents prior to the optional pre-bid meeting and come prepared with questions.

Questions asked and answered during the optional job walk/pre-bid meeting are **not binding unless submitted through PlanetBids and answered through a formal addendum issued by the City**.

**F. PREVAILING WAGES REQUIREMENTS**

This project is subject to California prevailing wage requirements pursuant to Labor Code Section 1771.

Bidders must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. Contractors are responsible for maintaining active DIR registration for the duration of the contract.

Prevailing wage determinations may be found on the DIR website at: http://www.dir.ca.gov/dlsr

If any portion of the work is deemed subject to prevailing wage, the contractor shall comply with all applicable requirements, including but not limited to:

- Paying not less than the applicable prevailing wage rates;
- Submitting certified payroll records to the DIR via the online portal;
- Complying with all DIR and Labor Code requirements regarding public works projects.

Failure to comply with prevailing wage requirements may result in penalties, withholding of payments, or contract termination.

**G. BID OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT**

The award, unless all bids are rejected, shall be in accordance with Carson Municipal Code Section § 2610 (i) Award to the Lowest Responsive and Responsible Bidder. "Lowest responsible and responsive bidder" means the bidder who submits the lowest monetary bid that responds to the terms upon which bids were requested, and who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract.

By submitting a bid, the Bidder acknowledges that it has carefully examined the project site, specifications, and all other contract documents and has satisfied itself to the nature and location of the work, the general and local conditions affecting the work, and all other matters that may impact the cost, progress, or performance of the work.

Submission of a bid shall constitute acknowledgment that the Bidder has made such review and investigation and has included all necessary costs in its bid.

No claim for additional compensation will be considered for conditions that were reasonably observable or could have been discovered through review of the contract documents or site inspection prior to bid submission.

**H. Performance Standards**

**1. Schedule Performance**

- Contractor shall meet **100% of agreed project milestones**

**2. Installation Quality**

- **Zero tolerance for major installation defects**, including:
  - Bubbling
  - Gapping
  - Misalignment
  - Adhesive failure

Minimum **95% first-pass acceptance rate**

**3. Moisture Testing & Documentation**

- **100% compliance** with ASTM moisture testing requirements
- All results must be:
  - Submitted prior to installation
  - Approved by City before processing

4. **Manufacturer Compliance**
    - **100% adherence to**:
        - Manufacturer specifications: Shaw Industries representative will be onsite during installation to ensure manufacturer specifications are met.

5. **Worksite Cleanliness & Safety**
    - Daily site cleanup required
    - No debris accumulation beyond one work day
    - Must maintain **safe, obstruction-free work environment**

6. **Coordination & Communication**
    - Contractor must:
        - Respond to City inquiries within **24 hours**
        - Provide **daily progress reports**

    - Immediate notification required for:
        - Substrate issues
        - Delays
        - Material concerns

7. **Punch List & Closeout**
    - Final punch list items must be completed within **5 business days**
    - Deliverables required before final acceptance:
        - Warranty Documentation ( one year workmanship warranty)
        - Attic stock (properly labeled)
        - Final cleaning completed

8. **Protection of Owner-Furnished Materials**
    - Contractor assumes full responsibility for:
        - Proper handling
        - Storage
        - Installation of City-furnished materials
    - Any damage due to contractor negligence, the **contractor is responsible for replacement at no cost to Clty**

[*Remainder of this page intentionally left blank]*

**SCOPE OF SERVICES & SPECIFICATIONS**
**IFB 26-14**
**COMMUNITY CENTER FLOORING DEMOLITION AND INSTALLATION**

**Verification of Existing Conditions**
Prior to commencing demolition or flooring installation, the Contractor shall immediately notify the City in writing of any conditions that differ materially from the contract documents.

Failure to notify the City prior to proceeding with the work shall constitute acceptance of existing conditions, and no additional compensation will be allowed for conditions that would have been reasonably identified prior to commencing work.

Contractor shall coordinate work activities to minimize disruption to Community Center operations.

1. **Administrative & Regulatory Compliance**
   - **Owner-Supplied Materials**: All primary materials – including LVT, carpet tile, wall base, moisture mitigation solutions, self-leveling underlayment, and adhesives – shall be furnished by the City. The Contractor is responsible for providing all necessary tools, specialized equipment, supervision, and labor to complete the installation.

   - **DIR Registration & Prevailing Wage**: The Contractor must maintain active registration with the Department of Industrial Relations (DIR). All work must be performed in accordance with California Prevailing Wage requirements for Los Angeles County.

   - **Bonding**: The Contractor shall provide both a Performance Bond and a Payment Bond covering the full value of the labor contract.

   - **Standards & Compliance**: All work performed under this Contract shall comply with all applicable federal, state, and local code, regulations, and industry standards. All testing , surface preparation, and installation shall be performed in strict accordance with applicable standards, including but not limited to ASTM standards. The Contractor shall perform moisture testing of all concrete subfloors I accordance with ASTM F2170.

2. **Demolition & Disposal of Existing Flooring**
   The Contractor shall be responsible for the complete demolition and removal of existing flooring materials in all designated areas, including but not limited to:
   - Existing LVT, carpet tile, adhesives, and associated flooring systems
   - Wall base and transition strips as needed

   All demolition work shall be performed in a manner that minimizes disruption to facility operations and prevents damage to adjacent surfaces and building components.

   **Disposal Requirements**
   All removed materials and debris shall be disposed of in accordance with applicable federal, state, and local regulations.

   The Contractor shall comply with the City's recycling requirements as follows:
   - Disposal shall be performed using the City's franchised waste hauler: **Waste Resources Technology "WRT" (USA Waste).**

- Alternatively, the Contractor may self-haul debris to an approved and permitted disposal facility
- **Use of any non-franchised third-party hauler is strictly prohibited**

The Contractor shall be responsible for:

- All costs associated with demolition, hauling, disposal, and recycling
- Providing all bins, containers, and transportation
- Maintaining a clean and safe worksite at all times

**3. Substrate Preparation & Moisture Mitigation**

- **Testing**: The Contractor shall perform moisture and alkalinity testing of all concrete subfloors. All testing results shall be documented and submitted to the City prior to installation of any flooring materials. No installation shall proceed until moisture conditions are verified to be within manufacturer acceptable limits.

  The Contractor assumes full responsibility for verifying substrate conditions, including moisture levels, prior to installation.

- **Moisture System**: Apply City-supplied MCS310 Moisture Control, QBC300 Base Coat, and VL201 Self-Leveling (442 units) in strict compliance with manufacturer specifications. The Contractor shall be responsible for proper installation of the complete moisture mitigation system to achieve a substrate suitable for flooring installation.
- **Crack Repair**: Utilize City-supplied CJR400 to create all concrete joints and cracks prior to leveling (21 cartons), in accordance with manufacturer requirements.

**4. Flooring Installation**

- **LVT installation**: Insall 11, 200 SF of Solitude LVT (“ X 48”) in a professional, staggered pattern using 4151 pressure-sensitive adhesive. Installation shall be performed in accordance with manufacturer specifications and applicable industry standards.

- **Carper Tile Installation**: Install 26.67 SY of Divvy Tile Ecoworx (24” x 24”) in accordance with manufacture specifications and approved layout patterns.

- **Wall Base**: Install 720 LF of 4.5” Thermoplastic Rubber Base, ensuring tight, clean, and properly installations with mitered corners and seamless transitions.

**5. Facility Turnover & Quality Assurance**: Upon completion, the Contractor must turn the facility over to the City in a “ready-to-use” state. This includes:

- **Cleaning**: All new flooring surfaces must be cleaned in accordance with the manufacturer’s recommended initial maintenance procedures.

- **Debris Removal**: The site shall be completely free of debris, including adhesive residue, off-cuts, and packaging materials.

- **Imperfection Correction**: The installation shall be free of any flooring imperfections, such as bubbling, gapping, misalignment, uneven tiles, or telegraphing of the substate.

6. **Attic Stock**: The Contractor shall neatly palletize and label the remaining 10% attic stock (1, 120 SF LVT / 5.33 SY Carpet) for City storage.

**Areas to receive new flooring**:

1. East Wing Hallway
2. West Activity Room
3. East Lounge
4. International Room
5. Room 122 ABC

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT A

# GENERAL ATTACHMENTS

Exhibit A contains the City's required forms and attachments. All forms must be completed and submitted; failure to do so may result in disqualification.

- ☐ Bidder/Proposer Affidavit
- ☐ Affidavit of Non-Collusion and Non-Discrimination
- ☐ Affidavit of Non-Federal Lobbyist Requirement
- ☐ Debarment and Suspension Certification
- ☐ Acknowledgment of Insurance Endorsements
- ☐ Client Reference List
- ☐ Certification of Compliance with Labor Code Section 3700
- ☐ W9

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT A: Bidder/Proposer Affidavit

Bidder/Proposer Name: _____

Mailing Address: _____

_____

Main Contact & Title: _____

Email: _____ Phone: _____

## BIDDER/PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Processions Code, the Bidder's/ Proposer's Bylaws/Operating Agreement and/or the attached Board Resolutions (if applicable), I/we hereby verity the following:

1. That I/we am/are (an) authorized signatory(ies) for the Bidder/Proposer and as such am/are authorized to sign and bind the Bidder/Proposer to contract with the City of Carson;

2. That the bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

3. That the bid/proposal is genuine; that all statements of fact in the bid/proposal are true;

4. That the Bidder has not been debarred from participation in any State or Federal works project;

Signature: _____ Signature: _____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

## BIDDER/PROPOSER AUTHORITY IS PROVIDED IN ACCORDANCE WITH:

☐ Bidder/Proposer's Bylaws/Operating Agreement Section: _____

☐ Board Resolution

☐ Corporate or Business Professions Code

*IMPORTANT NOTE: If the signature authorization status of any individual changes at any time, it is the responsibility of the Bidder to contact the authorized City Staff regarding the change and to complete and submit new Bidder Information Form. Incorrect information on file may delay the processing of any of the documents submitted.*

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT A: Affidavit of Non-Collusion and Non-Discrimination

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the above statements are true and accurate.

***Authorized Official**:*

Signature:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT A: Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: _____
Address: _____

_____

Telephone: _____

I hereby swear (or affirm) under the penalty of perjury:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and;

3. The above-name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Authorized Official:***

Signature: _____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT A: Debarment and Suspension Certification

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this IFB/RFP/RFQ.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

***Authorized Official:***

Signature: _____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT A: Acknowledgment of Insurance Endorsements

In recognition of _____ ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ #_____, dated _____, 202_ ("RFP"/"IFB"/"RFQ"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in Section _____ ("Insurance Provisions") of the Agreement (which Agreement is defined in and made part of the IFB/RFP/RFQ) and (ii) the Other Insurance requirements described in the IFB/RFP/RFQ, if any, I represent that I am the authorized Insurance Broker of Record for Company, and by signing below, I acknowledge, warrant and represent that Company meets the requirements set forth in Insurance Provisions and any applicable Other Insurance requirements, and if requested , shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

*[PLEASE CHECK ALL THAT APPLY]*

____ General Liability

____ Automobile Liability

____ Worker's Compensation

____ Professional Liability

____ Pollution Liability

Other Insurance Provisions:

____ Cyber Liability

____ Crime Insurance

____ Bonds

_____ _____

Name of Insurer [Print] Name, Title [Print]

_____ _____

Signature Date

Purchasing Division
701 E. Carson Street
Carson, CA 90745

## EXHIBIT A: Client Reference List

Provide at least 3 references for projects of similar scope and capacity completed within the last 3 years. The City reserves the right to contact any references provided.

Bidder/Proposer Name: _____

1. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

2. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

3. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

***Authorized Official:***

Signature: _____

Date: _____

Name: _____

Title: _____

Form **W•9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# EXHIBIT A: Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form,* below.

**Print or type.** *Specific Instructions* on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

D Individual/sole proprietor D C corporation D S corporation D Partnership D Trust/estate

D LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

D Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act {FATCA) reporting code (if any)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions D *(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional)

**Part I**

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

### Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

**or**

**Employer identification number**

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| **Sign Here** | **Signature of U.S. person** | **Date** |
|---|---|---|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Cat. No. 10231X

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What* is *backup withholding,* later.

**By signing the filled-out form,** you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee;and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(1)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding,* earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no

backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. **If** you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. **TIN**.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal **tax** classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) ... | THEN check the box for ... |
|---|---|
| • Corporation | Corporation. |
| • Individual or<br>• Sole proprietorship | Individual/sole proprietor. |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation<br>• | Limited liability company and enter the appropriate tax classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

## Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2- The United States or any of its agencies or instrumentalities.

3-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5-A corporation.

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7-A futures commission merchant registered with the Commodity Futures Trading Commission.

8-A real estate investment trust.

9-An entity registered at **all** times during the tax year under the Investment Company Act of 1940.

10-A common trust fund operated by a bank under section 584(a).

11-A financial institution as defined under section 581.

12-A middleman known in the investment community as a nominee or custodian.

13-A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for ... | THEN the payment is exempt for ... |
|---|---|
| • Interest and dividend payments | All exempt payees except for 7. |
| • Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends | Exempt payees 1 through 4. |
| • Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5.[2] |
| • Payments made in settlement of payment card or third-party network transactions | Exempt payees 1 through 4. |

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B- The United States or any of its agencies or instrumentalities.

C-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G-A real estate investment trust.

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I-A common trust fund as defined in section 584(a).

J-A bank as defined in section 581.

K-A broker.

L-A trust exempt from tax under section 664 or described in section 4947(a)(1).

M-A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. **Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov.* You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN.* Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding,* earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor2 |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))'* | The grantor• |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity• |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such **as** a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))'* | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2]Circle the minor's name and furnish the minor's SSN.

[3]You must show your individual name on line 1, and enter your business or OBA name, if any, on line 2. You may use either your SSN or EIN (if you have one}, but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The granter must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note: If** no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

## CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700

Name of Firm: _____
Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows: Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: _____
Title:
Date:

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT B

# CITY FORM CONTRACT

Exhibit B contains the City's standard contract template, provided for reference. Proposers seeking modifications must submit a redlined version with their proposal for the City's consideration. Award is contingent upon successful negotiations; if agreement cannot be reached, the City may proceed with another proposer.

**Project Name/No.: _____** **Contract No.: _____**
**Project Manager: _____** **Approved: _____**

**PUBLIC WORKS AGREEMENT**
**BETWEEN THE CITY OF CARSON AND**
**_____**

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2026, by and between the City of Carson, a California charter city ("**City**") and _____, _____ ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

## RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

### ARTICLE 1. CONTRACTOR SERVICES

#### 1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. The Scope of Services shall include Contractor's Proposal or Bid Documents submitted for the project entitled _____ ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Proposal**" or "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any

addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

**1.2 Incorporation of Greenbook.**

The provisions of the 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

**1.3 Compliance with Labor and Wage Laws.**

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor 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. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (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 employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, 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."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a

periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

### 1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

### 1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

### 1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

### 1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**1.8 Unidentified Utilities.**

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**1.9 Trench Excavation.**

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

### 1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### 1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of _____ Dollars ($_____) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

### 2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

**2.3 Payment.**

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

**2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

**2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

**2.6 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Schedule of Performance.

Contractor shall complete the Project within _____ (____) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

### 3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

| _____ | _____ |
|---|---|
| (Name) | (Title) |
| _____ | _____ |
| (Name) | (Title) |
| _____ | _____ |
| (Name) | (Title) |

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### 4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**4.3 Project Manager.**

The Project Manager shall be _____ or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

**4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

~~(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.~~

~~If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.~~

~~(c) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.~~

~~Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.~~

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**5.2 General Insurance Requirements.**

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

**5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

**5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

**5.7 Release of Securities.**

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

### 6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### 6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

### 6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

### 7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

**7.4 Dispute Resolution Process.**

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

**7.5 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.6 Rights and Remedies Are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**7.7 Unfair Business Practices Claims.**

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the 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. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### 8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

### 9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### 9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### 9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### 9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.7 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

**9.8 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY**:

CITY OF CARSON, a California charter city

_____

_____, Mayor

**ATTEST:**

_____

_____, City Clerk

**APPROVED AS TO FORM:**
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

**CONTRACTOR:**

_____

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address:

_____

_____

_____

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# EXHIBIT A

## SCOPE OF SERVICES

# EXHIBIT B

## SPECIAL REQUIREMENTS

## (Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

# EXHIBIT C

## SCHEDULE OF COMPENSATION

**I. Contractor shall complete work for the Project in accordance with the following:**

| DESCRIPTION | QUANTITY | PRICE |
|---|---|---|

**II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:**

A. Line items for all personnel describing the work performed.

B. Line items for all materials and equipment properly charged to the Project.

C. Line items for the price and quantity of all materials, equipment and work.

D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

**III. The total compensation for the Project shall not exceed $_____as provided in Section 2.1 of this Agreement.**

**EXHIBIT D**

**PERFORMANCE BOND**

**PROJECT NO. _____**

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **_____ U.S. Dollars and ____ Cents ($_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the

requirements of the agreement.

**EXHIBIT E**

**PAYMENT BOND**

**PROJECT NO. _____**

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **_____ U.S. Dollars and _____ Cents ($_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

# EXHIBIT C

# COST FILE

Exhibit C contains the City's required Cost File template. Proposers must complete and submit this form in full; failure to do so may result in disqualification.

# COST FILE
# IFB #26-13
# COMMUNITY CENTER FLOORING DEMOLITION AND INSTALLATION

**BID SHEET**

Bidders, in compliance with this project, having examined the specifications, City of Carson Insurance Requirements, City of Carson Terms and Conditions, related to documents and the site of the proposed work, having become completely familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work at rates stated below, which are to cover all expenses incurred in performing the work.

**SCOPE: IFB 26-13 COMMUNITY CENTER FLOORING DEMOLITION AND INSTALLATION**

**TOTAL BASE BID AMOUNT* including all labor, performance, bond, payment bond and applicable tax:**

**Figures _____**

**Words _____**

The undersigned agrees that if there is a price discrepancy between the written amount and the numerical amount of the Bid Price, the written amount shall control and govern.

**COMPLETION TIME: _____ DAYS AFTER NOTICE TO PROCEED**

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY

_____

SIGNED _____ DATE _____

By signing below, I certify that I am an authorized representative of the company listed below and that the prices provided herein are accurate and valid for a minimum of 90 days from the bid due date. I further acknowledge that all pricing submitted via this form and entered in the PlanetBids system is complete and binding, and that I have read and understood all requirements of this RFP.

Company Name: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

# CITY OF CARSON
# BID REGISTER

City Clerk's Office
RECEIVED
5-21-26
10:30 a.m.

**NAME OF PROJECT:** *IFB 26-14 – COMMUNITY CENTER FLOORING DEMOLITION AND INSTALLATION*

**BID OPENING DATE:** *05-21-26* **TIME:** *10:30 A.M.*

| # | COMPANY | COMPANY CONTACT (If Applicable) | PLANET BID DATE/TIME RECEIVED | HARD COPY DATE/TIME RECEIVED | TOTAL | |
|---|---|---|---|---|---|---|
| 1. | Shannonbeard@spectraf.com | Ruben Hernandez | 5-21-26 10:15 a.m. | — | $ 87,163.00 | |
| 2. | JJJ Floor Covering, Inc. | John Kells | 5-21-26 9:42 a.m. | — | $ 127,830.00 | |
| 3. | Jourducci INC. | Shawn Ortiz | 5-21-26 10:00 a.m. | — | $ 146,363.25 | |
| 4. | HG General Construction Inc. | Herbert Gomez | 5-20-26 8:04 p.m. | — | $ 231,730.00 | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |

Opened By: Anuar Lopez O. (Print Legibly) ALO (Initials)

Staff Present: Rica Robertson (Print Legibly) RR (Initials)

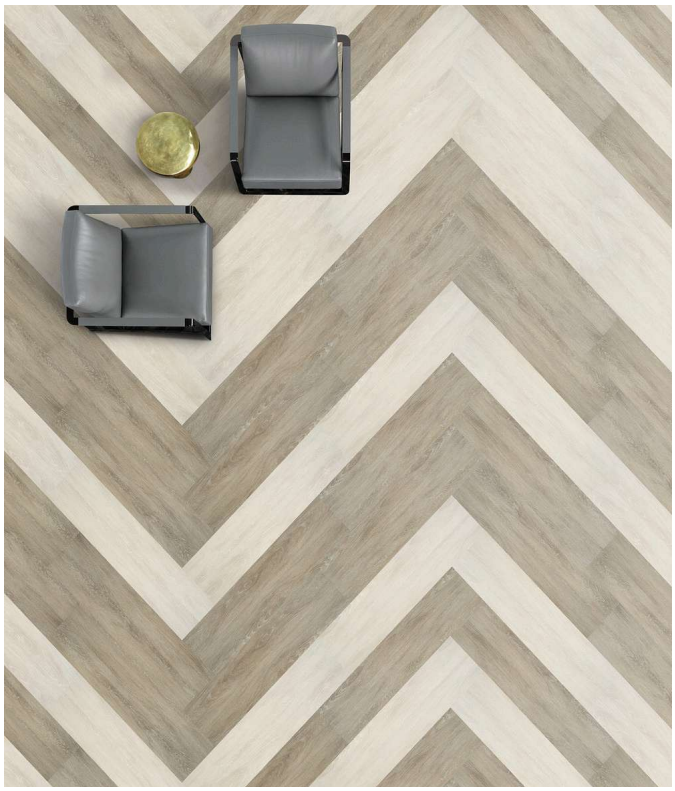
City Clerk: Jorge Amarago, Deputy City Clerk (Signature)

PlanetBids Opened By: Anuar Lopez O. (Print Legibly) ALO (Initials)

# ShawContract®

## Solitude

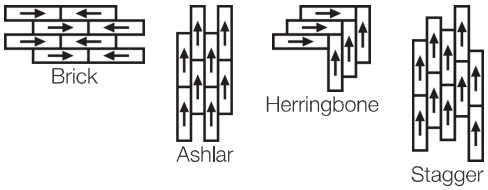
| | | |
|---|---|---|
| Collection | **Solitude** | |
| Style Number | **0648V** | |
| Construction | **Heavy Commercial Luxury Vinyl Tile With Fiberglass** | |
| Class / ASTM F1700 | **Class III, Type B** | |
| Finish | **ExoGuard®** | |
| | U.S. | Metric |
| Nominal Dimensions | **6 in w x 48 in l** | **15 cm w x 122 cm l** |
| Actual Dimensions | **6.00 in w x 48.00 in l** | **15.24 cm w x 121.92 cm l** |
| Wear Layer Thickness | **20 mil (0.02 in)** | **0.51 mm** |
| Overall Thickness | **0.197 in** | **5 mm** |
| Edge Profile | **Squared Edge** | |
| Installation Type | **Dry Back** | |
| Installation | **Direct Glue** | |
| Recommended Adhesive | **2200 1 Gallon, 2200 4 Gallon, 4151, 4200 1 Gallon, 4200 4 Gallon, 4252 (No Heavy Rolling or Static Loads) or S150-95** | |



### Packaging

| | | |
|---|---|---|
| Pieces per Carton | **10 pcs** | |
| Area per Carton | **20 sq ft** | **1.86 sq m** |
| Weight per Carton | **35.1 lbs** | **15.92 kg** |

### Recommended Installation Method




### Performance + Testing

| | |
|---|---|
| Static Load (ASTM F970) | **Passes (Modified), *1500 lbs** |
| Residual Indentation (ASTM F1914) | **Passes** |
| Resistance to Heat (ASTM F1514) | **Passes** |
| Resistance to Light (ASTM F1515) | **Passes** |
| Resistance to Chemicals (ASTM F925) | **Passes** |
| Smoke Density (ASTM E662, Flaming Mode) | **Passes** |
| Radiant Panel (ASTM E648) | **Passes, Class I** |
| Coefficient of Friction (ASTM D2047, Slip Resistance) | **>0.6, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes** |

*This test is intended to compare relative properties of different styles and constructions. Results are based on a laboratory test and used for comparative purposes - real life load limit may vary.

Test Reports may be included or listed by the manufacturing/inventory style number as opposed to the noted selling style number.

**Corporate Headquarters** +1 800 257 7429 | +1 706 532 7984 | **Atlanta** +1 404 853 7429 | **Bengaluru** +91 80 6773 0202 | **Beijing** +86 10 6568 588 | **Chicago** +1 312 467 1331 | **Dubai** +971 4 584 6956 | **Hong Kong** +852 2623 0371 | **London** +44 207 961 4120 | **Los Angeles** +1 800 233 1614 | **Melbourne** +61 3 9939 8543 | **Mexico City** +55 5010 7600 | **Mumbai** +91 22 6284 5050 | **Nantong** +86 400 800 7429 | **New York** +1 212 953 7429 | **Paris** +33 (0) 1 81 22 44 39 | **San Francisco** +1 415 955 1920 | **Shanghai** +86 21 3338 4000 | **Singapore** +65 6733 1811 | **Sydney** +61 800 556 302

© 2026 Shaw Industries Group, Inc., a Berkshire Hathaway Company



March 19, 2026

For reference purposes only if printed or downloaded.

## Warranties

15 Year Commercial Limited Warranty

Commercial Limited Underbed Bond Warranty

## Diversity & Inclusion

We promote supplier participation that is reflective of Shaw Industries' diverse customer base and local community. We believe having a strong Supplier Diversity Program is strategic for bringing more innovation to our businesses and opening new markets for growth.

## Material Health & Environmental Certifications

| | |
|---|---|
| Health & Wellbeing | |
| Material & Ingredient Transparency | Health Product Declaration (HPD) \| 1000 ppm Disclosure |
| Indoor Air Quality | FloorScore® \| Certified |
| Climate Impact | |
| Environmental Product Declaration (EPD) | 3rd Party Certified in Accordance with ISO 14025, EN 15804, & ISO 21930:2017 |
| Embodied Carbon (Cradle to Gate) | 11.59 Kg $Co_2/M^2$ |
| Total Recycled Content | 0% (Pre-Consumer 0% \| Post-Consumer 0%) |
| Global Product Assessment | GSA \| Approved |
| | CE Marking (EN 14041) \| 3rd Party Certified |
| | Country of Origin \| Imported |

## Works With WELL | WELL V2 Contribution Credit

| | |
|---|---|
| X01 Fundamental Material Precautions<br>Part 1: (C): Restrict Asbestos Precondition | **Absence of Asbestos** |
| X08 Hazardous Material Reduction<br>Part 1: Limit Hazardous Materials Optimization | **Absence of Heavy Metals** |
| X10 Volatile Compound Reduction<br>Part 1 (A): Manage Volatile Organic Compounds (VOCs) Optimization | **Absence of Halogenated Flame Retardants** |
| X10 Volatile Compound Reduction<br>Part 2: Manage Semi-Volatile Organic Compounds (SVOCs) Optimization | **Ortho-Phthalates** |
| X11 Long Term Emissions Control<br>Part 2: Flooring Optimization | **FloorScore Certified** |
| X14 Material Transparency<br>Part 1: Promote Ingredient Disclosure Optimization | **Health Product Declaration (HPD) \| 1000 Ppm Disclosure** |



© 2026 Shaw Industries Group, Inc., a Berkshire Hathaway Company



For reference purposes only if printed or downloaded.

## Leed v4 Contribution Credits

MR Credit: Building Product Disclosure and Optimization
Material Ingredients - Option 1: Material Ingredient Reporting

MR Credit: Building Product Disclosure and Optimization
Environmental Product Declarations - Option 1: Environmental Product Declaration (EPD)

EQ Credit: Low Emitting Materials
Option 1: Product Category Calculations

Installation Guidelines

Maintenance Guidelines

**Health Product Declaration (HPD) | 1000 Ppm Disclosure**

**3rd Party Certified in Accordance with ISO 14025, EN 15804, & ISO 21930:2017**

**FloorScore Certified**

Please visit www.shawcontract.com for the most current warranty information. Specifications are subject to nominal manufacturing variance. Material supply and/or manufacturing processes may necessitate changes without notice.

This product is an exclusive design and may not be duplicated in any manner. Use of this design in the creation of another product design is also strictly prohibited.

Visit shawcontract.com/testing for more information.

## Available Colorways

Cocoa 48103
LRV 20.8 | L* 52.74
V2 - Slight Variation

Cottonwood 48120
LRV 42.5 | L* 71.25
V2 - Slight Variation

Natural 48250
LRV 28.7 | L* 60.55
V2 - Slight Variation

Smoke 48506
LRV 26.3 | L* 58.3
V2 - Slight Variation

Fawn 48516
LRV 25.7 | L* 57.74
V2 - Slight Variation

Urban Ash 48540
V2 - Slight Variation

Char 48549
LRV 7.2 | L* 32.3
V2 - Slight Variation

Pewter 48595
LRV 22.6 | L* 54.67
V2 - Slight Variation

French Grey 48599
LRV 20.8 | L* 52.69
V3 - Moderate Variation

Mink 48720
LRV 16.8 | L* 47.99
V3 - Moderate Variation

Woodland 48760
LRV 17.2 | L* 48.51
V2 - Slight Variation

Umber 48761
LRV 11 | L* 39.65
V2 - Slight Variation

### Color and Visual Variation Index

Shade and texture variation is inherent in all resilient products and can vary significantly from piece to piece. Samples should be used to assess color.

**Corporate Headquarters** +1 800 257 7429 | +1 706 532 7984 | **Atlanta** +1 404 853 7429 | **Bengaluru** +91 80 6773 0202 | **Beijing** +86 10 6568 588 | **Chicago** +1 312 467 1331 | **Dubai** +971 4 584 6956 | **Hong Kong** +852 2623 0371 | **London** +44 207 961 4120 | **Los Angeles** +1 800 233 1614 | **Melbourne** +61 3 9939 8543 | **Mexico City** +55 5010 7600 | **Mumbai** +91 22 6284 5050 | **Nantong** +86 400 800 7429 | **New York** +1 212 953 7429 | **Paris** +33 (0) 1 81 22 44 39 | **San Francisco** +1 415 955 1920 | **Shanghai** +86 21 3338 4000 | **Singapore** +65 6733 1811 | **Sydney** +61 800 556 302

© 2026 Shaw Industries Group, Inc., a Berkshire Hathaway Company



March 19, 2026

For reference purposes only if printed or downloaded.

# Warranty Options at a Glance

**SYSTEM WARRANTIES***

Our Moisture Control and Vapor Barrier Solutions are eligible for full system warranties when installed as directed and registered:

- 20-Year Warranty | Moisture Control Solution
- 10-Year Warranty | Vapor Barrier Solution

**PRODUCT SPECIFIC WARRANTIES**

Each PrepWorx product, including patch, leveler, primer and adhesives, carries its own individual warranty. This ensures that even when building a custom solution using Series products, you can count on reliable coverage from the ground up.

**PROJECT SPECIFIC WARRANTIES***

Need coverage tailored to your project?
Project-specific warranties are available upon request and provide customized protection based on your unique site conditions.

- Ideal for large-scale or specialized projects
- Requires pre-approval
- Work directly with Inforum to begin and they can connect you with a TotalWorx Solution Specialist

**All warranties (system or project-specific) require proper installation and formal registration*
*Contact your Shaw Contract Account Manager or Inforum with questions*



# Compare All PrepWorx Systems For Your Project

PrepWorx systems are designed to simplify floor prep by aligning the right products with the right project conditions. Use the chart below to compare speed, moisture handling, warranty coverage and best-fit applications across all five systems — so you can select the right solution with clarity and confidence. A quick-reference guide to help you choose with certainty.

| SYSTEM | SUBSTRATE | MOISTURE CONDITIONS | SPEED | WARRANTY | BEST FOR |
|---|---|---|---|---|---|
| Moisture Control Solution | Concrete | 100% RH, porous or non-porous | Standard | 20-Year | Full mitigation, any concrete slab |
| Vapor Barrier Solution | Concrete (porous) | 100% RH, no surface profiling required | Fast | 10-Year | Quick installs over porous concrete |
| Everyday | Concrete (dry) | No visible signs of moisture | Flexible | Product Warranty | TI, retail, offices — everyday prep |
| Rapid | Concrete (dry) | No visible signs of moisture | Very Fast | Product Warranty | Occupied spaces |
| Wood & Gypsum | Wood, gypsum | Dry only | Standard | Product Warranty | Renovation, multi-family, light commercial |
| Existing Adhesive | Concrete (with intact adhesive) | Dry; no visible signs of moisture; adhesive well-bonded & non–water soluble | Fast | Product Warranty | Budget-conscious or fast-track projects where full removal isn't practical |

# Moisture Control Solution

## KEY FEATURES

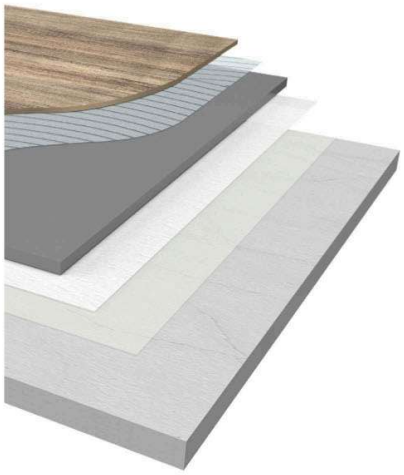
- Two-part epoxy moisture control solution
- Engineered for 100% RH / 25 lbs MVER
- No moisture testing required for system use
- Fast-drying. Ready for patch or level in 4 hours
- For porous or non-porous concrete (CSP 3–4 surface profile)
- Low VOC
- **20-year system warranty** when installed as directed and registered

## BENEFITS

- Skip the moisture testing. Save time and avoid project delays.
- Full protection for high-moisture slabs without additional site prep or diagnostics.
- Minimize risk of floor failure due to undetected vapor emissions.
- Designed for use within the PrepWorx system simplifying decisions and supporting long-term performance.

## WHERE TO USE THIS SYSTEM

- Concrete slabs with unknown/confirmed high RH
- Projects where moisture testing is impractical, unavailable or unreliable
- Renovations or fast-track jobs requiring quick return to service
- Healthcare, education, commercial or occupied spaces
- Anytime you need maximum assurance with minimal delay



1. **Adhesive** *(Required)*
   Core 4 Adhesives
2. **Leveler** *(Required — choose 1 based on conditions)*
   VL201 | Versatile cementitious self leveling product with long open times to allow for ease of blending
   QL202 | Quick drying cementitious self leveling product to allow for quicker turn times
3. **Primer** *(Required)*
   QBC300 | Premixed quick drying base coat
4. **Mitigation Layer** *(Required)*
   MCS310 | One coat epoxy resin moisture control solution for up to 100% RH
5. **Patch**
   *(Not required — use based on condition of substrate)*
   MRS101 | Moisture resistant skim coat and patching compound
6. **Crack + Joint Repair**
   *(Not required — use based on condition of substrate)*
   CJR400 | Ultra-fast setting, low viscosity crack and joint repair
7. **Concrete**





# Vapor Barrier Solution

## KEY FEATURES

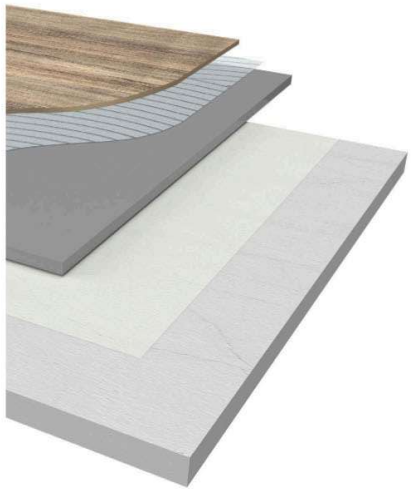
- One-component, water-based moisture vapor barrier
- For 100% RH porous concrete
- No concrete profiling required
- Fast application with roll-on convenience
- No moisture testing required
- Low VOC
- **10-year system warranty** when installed as directed and registered.
- Refer to installation guidelines for required surface prep.

## BENEFITS

- Simplifies installs on jobs with elevated RH with porous concrete
- Saves time and labor with no shot blasting or CSP profiling
- Ideal for projects that need moisture protection without extra complexity
- Ensures long-term performance with reliable coverage and easy process

## WHERE TO USE THIS SYSTEM

- Concrete slabs with up to 100% RH and porous surface
- Fast-track tenant improvement or refresh projects
- Active jobsites where mechanical profiling isn't feasible
- Spaces where low odor and minimal disruption is required
- Projects needing assurance without the added testing or equipment



1. **Adhesive** *(Required)*
   Core 4 Adhesives
2. **Leveler** *(Required — choose 1 based on conditions)*
   VL201 | Versatile cementitious self leveling product with long open times to allow for ease of blending
   QL202 | Quick drying cementitious self leveling product to allow for quicker turn times
3. **Mitigation Layer** *(Required)*
   VBS311 | Vapor barrier solution for up to 100% RH
4. **Patch**
   *(Not required — use based on condition of substrate)*
   MRS101 | Moisture resistant skim coat and patching compound
5. **Crack + Joint Repair**
   *(Not required — use based on condition of substrate)*
   CJR400 | Ultra-fast setting, low viscosity crack and joint repair
6. **Concrete**

# ENVIRONMENTAL
## INSPECTION & LABORATORY

Asbestos Assessment Performed on 06/04/2026
Report Finalized on 06/08/2026

**Project #JL-46689**

| Property Inspected | Report Prepared By |
|---|---|
| **801 East Carson Street**<br>**Carson, CA 90745**<br><br>**Property Type: Single Story, Commercial Property** | **JLM Environmental**<br>15200 Grevillea Avenue, Suite B<br>Lawndale, CA 90260-2018<br>(310) 978-8281 – info@jlmenvironmental.com<br>www.JLMEnvironmental.com |

**Limited asbestos inspection performed of the subject property prior to limited renovations.**

## Introduction

On 06/04/2026, JLM Environmental performed a limited asbestos survey of suspect building materials at the subject property at the request of the City of Carson c/o Freddy Loza. The scope of JLM Environmental's inspection was limited to documentation and collection of samples prior to limited renovations. This report provides a summary of the survey activities and findings as well as recommendations.

## Property Information

The subject property is a single story, commercial property built in 1983. The property is currently occupied with personal contents present. At the time of the inspection, no noticeable fire or structural damage was observed.

| | |
|---|---|
| **Property Type:** | Commercial Property |
| **Property Size ($ft^2$):** | 40000 |
| **Weather During Inspection:** | Clear |
| **Children Living at Property:** | Unknown |
| **Client Present During Inspection:** | No |
| **Inspection Performed on Behalf of:** | City of Carson c/o Freddy Loza |
| **Foundation Type:** | Slab Foundation |

## Sampling Methodology

The asbestos survey of the subject areas at the property was performed by Kyle Brown (CSST #24-7540) under the direction of Jonathan Massey (CAC #11-4813). Samples were delivered by hand to Pinnacle Laboratory on 06/04/2026 and placed into a locked storage container until they were received by the laboratory staff on 06/05/2026 and entered into the laboratory's system.

**BULK:** The scope of JLM Environmental's survey included the inspection and sampling of suspect materials within the areas and/or systems identified in the Scope of Work. This survey was limited in nature and does not represent an evaluation of all suspect materials present at the property. Intrusive sampling was performed where feasible within the defined scope; however, concealed materials outside the inspected areas were not assessed. The physical condition, friability, accessibility, activity, and damage of suspect building materials within the defined scope were assessed and documented. Materials or areas outside the defined scope may contain Asbestos-Containing Material (ACM) and shall be evaluated prior to disturbance.

The building was visually inspected and suspected asbestos-containing materials were identified. These are classified in three ways: surfacing materials, Thermal System Insulation and miscellaneous materials. The materials are further classified as friable or non-friable. Materials were then separated into homogeneous sampling areas. A homogeneous sampling area is one in which the materials exhibit the same characteristics of color, texture, and type of material. Materials were sampled, placed in a leak proof container, and submitted to a laboratory that has been accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for Asbestos Fiber Analysis.

## Observations

| | |
|---|---|
| **Purpose of Inspection:** | Planned Renovations |
| **Scope of Survey:** | A limited survey was performed. A full facility survey as recognized in SCAQMD Rule 1403 must be performed by a DOSH certified inspector prior to extensive renovations to determine suspect materials in a structure. Any materials that have not been identified in this report must first be inspected and sampled by a Certified Asbestos Consultant (CAC) in accordance with SCAQMD Rule 1403 prior to any disturbance of the unidentified materials. |

| | |
|---|---|
| **Client was advised AHERA and Code of Federal Regulations (40 CFR Part 763.86, in compliance with AQMD Rule 1403) requires a minimum of 3 samples from each homogeneous building material:** | Yes - Sample collection was conducted by the inspector to adhere to AHERA and CFR sample recommendations |
| **Inspection of Property Included:** | Interior |
| **Areas of Concern Detected:** | No |
| **Samples Collected:** | Yes |
| **Prior to survey, renovation activities have been performed?** | No |
| **Bulk Samples Recommended at time of Survey:** | Client has accepted sample recommendations |
| **Materials Authorized for Sample Collection Include:** | Mastic |
| **Additional Notes:** | A limited asbestos survey was performed for the City of Carson prior to limited renovations. Planned renovations include replacing carpet flooring present in the east wing rooms and hallway. Per the on-site contact, only the flooring and cove base will be removed. All inspected building materials were observed to be intact at the time of the survey. Bulk samples were collected. |

- A full facility survey as recognized in SCAQMD Rule 1403 must be performed by a DOSH certified inspector prior to extensive renovations to determine suspect materials in a structure. Any materials that have not been identified in this report must first be inspected and sampled by a Certified Asbestos Consultant (CAC) in accordance with SCAQMD Rule 1403 prior to any disturbance of the unidentified materials.

JLM Environmental

## Heating System

| | |
|---|---|
| **Included in inspection?** | No |

## Roof System

| | |
|---|---|
| **Included in inspection?** | No |

## Exterior Walls

| | |
|---|---|
| **Included in inspection?** | No |

## Windows

| | |
|---|---|
| **Included in inspection?** | No |

## Attic

| | |
|---|---|
| **Included in inspection?** | No |

## Crawlspace

| | |
|---|---|
| **Included in inspection?** | No |

## Flooring

| | |
|---|---|
| **Flooring Materials Observed:** | Carpet |
| **Suspect Building Materials Observed:** | Carpet Mastic |
| **Flooring Samples Collected:** | The client has accepted the recommendations |
| **Additional Flooring Notes:** | Carpet flooring with mastic was observed throughout the inspected rooms and hallway of the east wing. Cove base with mastic was also observed throughout the inspected areas. Per the client, these are the only materials that will be disturbed as part of the reflooring. All observed flooring materials were intact and in good condition at the time of the inspection. |

## Ceilings and Walls

| | |
|---|---|
| **Included in inspection?** | No |

## Water Heater

| | |
|---|---|
| **Included in inspection?** | No |

JLM Environmental

## PLM BULK RESULTS

Bulk asbestos samples were analyzed by Polarized Light Microscopy (PLM) using EPA method (EPA/600 R-93/116) "Method for the Determination of Asbestos in Bulk Materials" by Pinnacle Laboratory, (310) 431-9270, located at 15200 Grevillea Avenue, Suite A-1, Lawndale, CA 90260. Pinnacle Laboratory holds a NVLAP accreditation in Asbestos Fiber Analysis (NVLAP Lab Code 600117-0). The quantification limit for this method is 1.0%. If asbestos is detected at levels below 1% then the sample is reported as <1.0% and not quantified. **If a lower limit is desired, then available methods include: 1000 Point Count reanalysis (for a quantification limit of 0.1%).**

**Please be advised that measurements are not to be used for bidding purposes; these are only estimates.**

**Positive Sample Results:** CAL/OSHA, the SCAQMD, and the EPA regulate these materials. A State Licensed Asbestos Abatement Contractor must perform all work relating to the disturbance of the asbestos containing materials. A licensed DOSH abatement contractor, using regulated work procedures and properly accredited personnel must remove these materials. The sampled materials that exceeded the EPA level of 1% and the Cal-OSHA level 0.1% for asbestos content were:

**Table 1: Positive Sample Results**

**None -** All materials collected for analysis at the time of the inspection were found to be negative for asbestos.

**Negative Sample Results:** The sampled materials that did not exceed the EPA level of 1% and the Cal-OSHA level of 0.1% for asbestos content were:

**Table 2: Negative Sample Results**

| Sample # | Location | Material | Condition | Friable | Result |
|---|---|---|---|---|---|
| AB-01 | Flooring- East Activity, Lounge, Meeting, International & Hallway | Carpet Mastic Approx. 4,000 sq.ft. | Good | No | NAD* |
| AB-02 | Flooring- East Activity, Lounge, Meeting, International & Hallway | Carpet Mastic Approx. 4,000 sq.ft. | Good | No | NAD |
| AB-03 | Flooring- East Activity, Lounge, Meeting, International & Hallway | Carpet Mastic Approx. 4,000 sq.ft. | Good | No | NAD |
| AB-04 | Flooring- East Activity, Lounge, Meeting, International & Hallway | Cover Base Mastic Approx. 200 sq.ft. | Good | No | NAD |
| AB-05 | Flooring- East Activity, Lounge, Meeting, International & Hallway | Cover Base Mastic Approx. 200 sq.ft. | Good | No | NAD |
| AB-06 | Flooring- East Activity, Lounge, Meeting, International & Hallway | Cover Base Mastic Approx. 200 sq.ft. | Good | No | NAD |

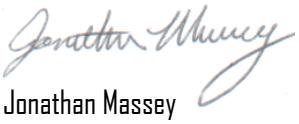
*NAD = No Asbestos Detected

JLM Environmental

## Limitations

Every effort has been made to ensure that the information and conclusions in this report are accurate. JLM Environmental Consultants has exercised professional judgment in collecting, studying, and analyzing the data and formulating recommendations based on the on-going requirements of the site and results of the study. JLM Environmental performed the contracted tasks within the guidelines prescribed by the customer, expected by all applicable agencies (e.g., SCAQMD, Cal/OSHA, etc.) and with the quality and diligence expected by the profession. No other warranties expressed or implied, as to the accuracy of the data, information or recommendation is included or intended in this report. JLM Environmental hereby disclaim any liability or responsibility to any unauthorized and/or third parties and/or persons for any loss, damage, expense, fine or penalty which may arise or result from the use of any information, recommendation or action contained or described in this report. We trust that this report fulfills your requirements. If you have any questions or comments, please feel free to contact us at info@jlmenvironmental.com or via text at (310) 930-3355.

Submitted by,



Jonathan Massey
Certified Asbestos Consultant License #11-4813
Contractor State License Board #949259
HCC Surety Group Bond #100128922
Certified Lead Inspector/Assessor #LRC-00002199
OneBeacon Liability Insurance #CL1332001526
EPA RRP #R-I-21649-10-00075

JLM Environmental

JLM ENVIRONMENTAL
INSPECTION & LABORATORY

ASBESTOS · LEAD · MOLD

310.930.3355

WWW.JLMENVIRONMENTAL.COM

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

# Certificate of Accreditation to ISO/IEC 17025:2017

**NVLAP LAB CODE: 600117-0**

**Pinnacle Laboratory**
Lawndale, CA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).*

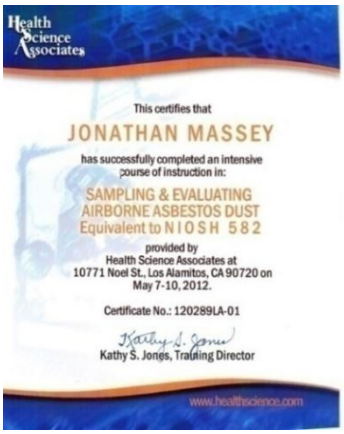
2026-04-01 through 2027-03-31
*Effective Dates*

*For the National Voluntary Laboratory Accreditation Program*

JLM Environmental

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant
Jonathan Massey
Name
Certification No. 11-4813
Expires on 11/16/2026
This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.

dca
CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE
License Number 949259
Entity INDIV
Business Name MASSEY CONSTRUCTION
Classification(s) B A
Expiration Date 06/30/2026
www.cslb.ca.gov


Health Science Associates
This certifies that
JONATHAN MASSEY
has successfully completed an intensive course of instruction in:
SAMPLING & EVALUATING AIRBORNE ASBESTOS DUST
Equivalent to NIOSH 582
provided by
Health Science Associates at
10771 Noel St., Los Alamitos, CA 90720 on
May 7-10, 2012.
Certificate No.: 120289LA-01
Kathy S. Jones, Training Director
www.healthscience.com

American Home Inspectors Training Institute, Ltd.
awards 300 Education Hours &
Certificate of Satisfactory Completion
To
Jonathan Massey
for the successful completion of
Home Study Home Inspection Course
Completed this 26th of January 2015
AHIT
Patrick Sheahan Director 01/26/2015

The National
Environmental Trainers
(WWW.NATLENVTRAINERS.COM)
Jonathan Massey
has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled
"HAZWOPER 8 Hour Annual Refresher - 1910.120 (e)"
meeting the requirements identified in Title 29 CFR 1910.120.
Date
05/19/2025
#368103
David Couch
Course Instructor

IICRC
Be it known that
JONATHAN L MASSEY
is certified in these areas:
WATER DAMAGE RESTORATION
APPLIED MICROBIAL REMEDIATION
179334
Register Number
04/30/2027
Expiration Date

THE NATIONAL RADON SAFETY BOARD
Certified Radon Professionals
Certifies that
Jonathan L. Massey
Has Successfully Met The Established & Published Requirements for Certification by The National Radon Safety Board as a
Radon Measurement Specialist
13SS057
Certification Number
8/30/2027
Expiration Date
This certificate is the property of The National Radon Safety Board
NRSB

INTERNATIONAL ASSOCIATION OF CERTIFIED INDOOR AIR CONSULTANTS
MOLD
IAC2
CERTIFIED
RADON

CDPH
California Department of Public Health
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
LEAD-RELATED CONSTRUCTION CERTIFICATE

| INDIVIDUAL: | CERTIFICATE TYPE: | NUMBER: | EXPIRATION DATE: |
|---|---|---|---|
| Jonathan Massey | Lead Inspector/Assessor | LRC-00002199 | 7/22/2027 |
| | Lead Supervisor | LRC-00002198 | 7/22/2027 |

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

State of California
Division of Occupational Safety and Health
**Certified Site Surveillance Technician**

**Kyle K. Brown**

Name

Certification No. **24-7540**

Expires on **01/19/2027**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.

---

**THE NATIONAL RADON SAFETY BOARD**

Certified Radon Professionals

Certifies that

*Kyle Brown*

Has Successfully Met The Established & Published Requirements for Certification by The National Radon Safety Board as a

**Radon Measurement Technician**

***25MT020***

Certification Number

***12/30/2027***

Expiration Date

*This certificate is the property of The National Radon Safety Board*

NRSB

---

**CDPH**

California Department of Public Health

**STATE OF CALIFORNIA**
**DEPARTMENT OF PUBLIC HEALTH**

# LEAD-RELATED CONSTRUCTION CERTIFICATE

| INDIVIDUAL: | CERTIFICATE TYPE: | NUMBER: | EXPIRATION DATE: |
|---|---|---|---|
| Kyle Brown | Lead Sampling Technician | LRC-00011560 | 1/6/2027 |

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

---

**Academy of Environmental Health & Safety**

# KYLE BROWN

has attended and successfully completed an intensive course of instruction in moisture mapping, thermal imaging, and microbial sample collection.

| 5/15/2023 | n/a | Jonathan Massey, President |
|---|---|---|
| Issued Date | Date of Expiration | |

Certificate: MICRO-051523-001

Academy of Environmental Health & Safety · (310) 400-6153 · www.AEHStraining.com
15200 Grevillea Avenue, Suite A-2, Lawndale, CA 90260

---

**Sampling & Evaluating Airborne Asbestos Dust NIOSH 582 Equivalency Course**

# KYLE BROWN

has attended and successfully completed the Sampling & Evaluating Airborne Asbestos Dust NIOSH 582 Equivalency Course (32 contact hours) and has passed an examination in that course with a minimum score of 70% and a hands-on practical exam with a minimum score of 95% or results within three standard deviations of the historical means.

| 10/16/23 - 10/19/23 | n/a | Steve Vaughn, Instructor | Jon Massey, President |
|---|---|---|---|
| Course Date(s) | Date of Expiration | | |

Certificate: 101923-001

Academy of Environmental Health & Safety · (310) 400-6153 · www.AEHStraining.com
15200 Grevillea Avenue, Lawndale, CA 90260

15200 Grevillea Ave
Suite A
Lawndale, CA 90260
Phone: 310-431-9270
www.pinnaclelab.com

# PLM Asbestos Report Job ID: 120278

Date Collected 06/04/2026
Date Received 06/05/2026
Date Analyzed 06/08/2026
Date Reported 06/08/2026

JLM Environmental
15200 Grevillea Ave. B
Lawndale, CA. 90260

Sample Count: Samples Submitted: 6; Layers Analyzed: 6
Project Desc: 801 East Carson St, Carson, CA 90745
Methodology: EPA Method 600/R-93/116
Accreditation: NVLAP Lab Code 600117-0

**Polarized Light Microscopy (PLM) Analysis for Bulk**

| Lab ID #<br>Client Sample ID #<br>Layer # | Sample Description<br>Sample Color<br>Client Sample Location | Asbestos Detected? (Yes/No) | Composition % Non-Asbestos Materials | Composition % Asbestos Materials |
|---|---|---|---|---|
| 120278-001<br>1<br>1 | Carpet Mastic<br>Yellow<br>Flooring - East Activity, Lounge, Meeting, International, Hallway | No | Non-Fibrous Material<br>100% | None Detected |
| 120278-002<br>2<br>1 | Carpet Mastic<br>Yellow/Green<br>Flooring - East Activity, Lounge, Meeting, International, Hallway | No | Non-Fibrous Material<br>100% | None Detected |
| 120278-003<br>3<br>1 | Carpet Mastic<br>Yellow<br>Flooring - East Activity, Lounge, Meeting, International, Hallway | No | Non-Fibrous Material<br>100% | None Detected |
| 120278-004<br>4<br>1 | Cove Base Mastic<br>Yellow/Cream<br>Cove Base - East Activity, Lounge, Meeting, International, Hallway | No | Non-Fibrous Material<br>100% | None Detected |
| 120278-005<br>5<br>1 | Cove Base Mastic<br>Yellow/Cream<br>Cove Base - East Activity, Lounge, Meeting, International, Hallway | No | Non-Fibrous Material<br>100% | None Detected |
| 120278-006<br>6<br>1 | Cove Base Mastic<br>Yellow/Cream<br>Cove Base - East Activity, Lounge, Meeting, International, Hallway | No | Non-Fibrous Material<br>100% | None Detected |

**Polarized Light Microscopy (PLM) Analysis for Bulk**

| Lab ID #<br>Client Sample ID #<br>Layer # | Sample Description<br>Sample Color<br>Client Sample Location | Asbestos Detected? (Yes/No) | Composition % Non-Asbestos Materials | Composition % Asbestos Materials |
|---|---|---|---|---|

Analyst: Yipwan Ahmed(Analyst)

Approval: Lupe Escobar (Laboratory Manager)

NVLAP TESTING NVLAP Lab Code 600117-0 ilac-MRA

Disclaimer: Bulk sample(s) submitted was (were) analyzed in accordance with the procedures outlined in EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials, 1993) and Appendix E to Subpart E of 40 CFR Part 763.

Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. This report applies only to the items as received in the lab. "None Detected" means that no asbestos was observed in the sample. "< 1%" (less than one percent) means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report may not be reproduced, except in full without the expressed written consent of Pinnacle Laboratory. This report may not be used to claim product certification, approval, or endorsement by NIST, NVLAP, AQMD, or any government agency.

**END OF REPORT**

# JLM ENVIRONMENTAL
INSPECTION & LABORATORY

## Asbestos Bulk Chain of Custody

**Subject Property:** 801 East Carson St, Carson, CA 90745

**Turnaround Time (TAT) Options**
☐ 3 Hours ☐ 6 Hours ☐ 24 Hours ☑ 48 Hours

**Client:**

**Analysis Method (Report Limit)**
*Check the Appropriate Box Below:*

**Date:** 06/04/2026

**JL #**

**Inspection Type:** ☑ Limited ☐ Comprehensive

☑ PLM EPA 600/R-93/116 (<1%) ☐ 40 CFR Appendix E to Subpart E of Part 763 (<1%)
☐ Point Count w/ Gravimetric 1000 (<0.1%) ☐ Point Count 1000, Non-Grav. (<0.1%)
☐ Dust Wipe (PLM Qualitative) ☐ Soil (PLM Qualitative) ☐ Microvac ASTM D 5755
☐ Microvac (PLM Qualitative) ☐ PLM CARB 435 - Level A ☐ PLM CARB - 435 Level B

| Sample # | Material | Location | Condition | Friable | Quantity |
|---|---|---|---|---|---|
| 1 | Carpet Mastic | Flooring - East Activity, Lounge, meeting, International, Hallway | G D SD | Y N | ~4000 ϕ |
| 2 | " | " | G D SD | Y N | " |
| 3 | " | " | G D SD | Y N | " |
| 4 | Cove Base Mastic | Cove Base — " | G D SD | Y N | ~200 ϕ |
| 5 | " | " | G D SD | Y N | " |
| 6 | " | " | G D SD | Y N | " |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |
| | | | G D SD | Y N | |

Sampled & Relinquished By: Kyle Brown Sign: Date: 6/4/26 Time: 4:00 pm

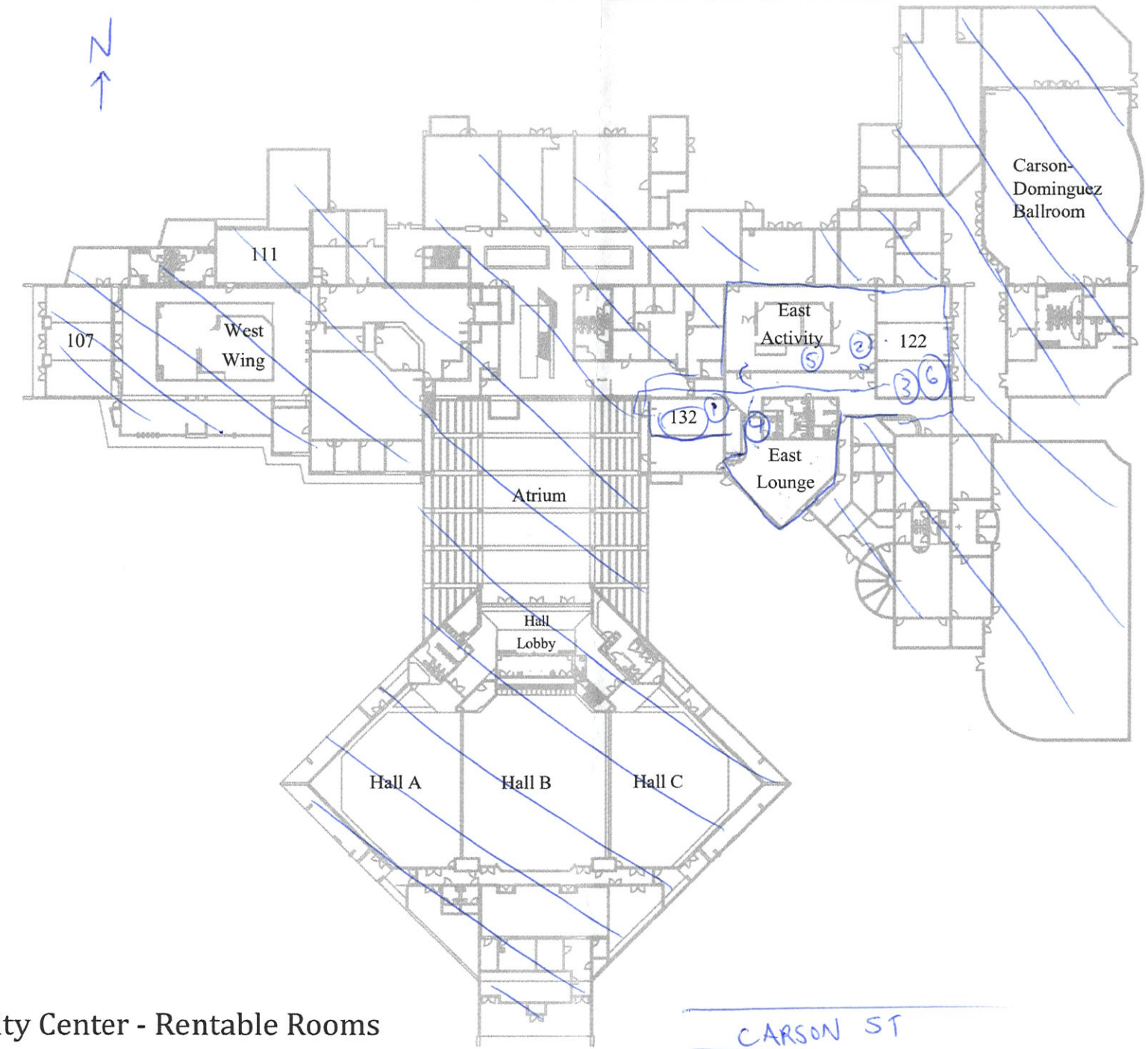
Received By (Lab): Paulina Estrada Sign: Date: 6/5/26 Time: 3:06

Analyzed By (Lab): Sign: Date: Time:



PO: 29524#120278 Revised 4/10/2025

JLM ENVIRONMENTAL INSPECTION & LABORATORY
15200 Grevillea Ave, Suite B Lawndale, CA 90260
Office 310.978.8281 Cell 310.930.3355
info@jlmenvironmental.com www.jlmenvironmental.com




Community Center - Rentable Rooms

O=ASB

Page 2 of 3

JLM ENVIRONMENTAL
INSPECTION & LABORATORY

Property Address: 801 East Carson St, Carson, CA 90745

## Asbestos

Asbestos can be found in many building materials, including, but not limited to: **interior walls and ceilings, exterior walls, heating system components, vent pipes, windows, insulation, flooring, and roofing.**

Per state regulations, **all** building materials that have been disturbed/damaged and will be disturbed during renovation, remediation, or demolition activities **must** be tested to determine the presence of asbestos **prior** to start of work (SCAQMD Rule 1403). The SCAQMD finds that fewer than three samples per homogeneous material is insufficient to determine the asbestos-containing status of building materials.

"AHERA sampling requirements (< 1000 sq. ft= **3 samples**, 1000 - 5000 sq. ft.= **5 samples**, 5000 + sq. ft= **7 - 9 samples**)"
Client has **DECLINED or ACCEPTED** AHERA sampling requirements

[ ] **Declined Samples** [ ] **Comprehensive Bulk Survey** [√] **Sampling Limited to: Bulk - Air - Dust**

[√] Authorization of Bulk Limited to: **DRYWALL PLASTER ACOUSTIC SPRAY FLOORING MATERIALS WINDOW GLAZING MASTIC HVAC SYSTEM VENT PIPES EXT. SIDING STUCCO ROOFING MATERIALS INSULATION CONCRETE CEILING TILES JOINT COMPOUND VAPOR BARRIER FIRE PROOFING SKIM COAT ASPHALT**

**Air Samples** [ ] Authorized Samples [ ] Declined Samples **Dust Samples** [ ] Authorized Samples [ ] Declined Samples

**NOTES:** 6 Bulk Samples - Limited to Carpet MASTIC / Cove Base MASTIC

**Inspection limited to the following areas:** East Interior Activity, Lounge, Meeting, International Rooms and Hallway Only. No Other Areas Sampled or Inspected

## Lead

Lead can be found in many areas, including, but not limited to: **ceramic tile, interior and exterior painted surfaces, exterior flashings, settled dust, and soil.**

Per state regulations, all building materials that have been disturbed/damaged and will be disturbed during renovation, remediation, or demolition activities **must** be tested to determine the presence of lead prior to start of work.

In every pre-1978 structure, if any untested paint will be disturbed, assume untested paint is lead-based, or have paint tested by a state-certified Lead Inspector/Risk Assessor" (References: Title 17, CCR, Div 1, Ch 8, Accreditation, Certification and Work Practices for Lead-Based Paint and Lead Hazards and SB 460, the Cal/OSHA Lead in Construction Standard)

**[ ] Declined Samples [ ] Comprehensive Lead Survey [ ] Sampling Limited to: XRF - Dust - Soil**

**NOTES:** _____

**Inspection limited to the following areas:** _____

By signing below, the undersigned acknowledges that all authorized samples have been collected and inspection areas surveyed as reasonably accessible. Any additional sampling or services requested after this inspection will require a new inspection and fees. The undersigned understands that inspections were limited to authorized accessible areas, and JLM Environmental assumes no responsibility for materials or locations not inspected. The client further agrees that JLM Environmental's methods are professionally suitable and may differ from other contractors; services are not required to follow third-party methods or preferences.

**Name (Please Print)**_____

**Signature**_____ **Date** _____

[√] **Client not onsite at time of survey; authorization provided via: CALL TEXT EMAIL ON-SITE REP:**_____



JLM ENVIRONMENTAL INSPECTION & LABORATORY
15200 Grevillea Ave, Suite B Lawndale, CA 90260
Office 310.978.8281 Cell 310.930.3355
info@jlmenvironmental.com www.jlmenvironmental.com

**PUBLIC WORKS AGREEMENT**
**BETWEEN THE CITY OF CARSON AND**
**PRO INSTALLATIONS, INC. DBA**
**PROSPECTRA CONTRACT FLOORING, A DIVERZIFY COMPANY**

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2026, by and between the City of Carson, a California charter city ("**City**") and Pro Installations, Inc., a California corporation DBA Prospectra Contract Flooring, a Diverzify Company ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

## RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

### ARTICLE 1. CONTRACTOR SERVICES

#### 1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **"IFB 26-14: Community Center Flooring Demolition and Installation"** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor

Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

**1.2 Incorporation of Greenbook.**

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

**1.3 Compliance with Labor and Wage Laws.**

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor 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. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (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 employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, 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."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a

periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

### 1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

### 1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

### 1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

### 1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**1.8 Unidentified Utilities.**

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**1.9 Trench Excavation.**

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

### 1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### 1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

### 1.14 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Eighty Seven Thousand One Hundred Sixty Three Dollars and Zero Cents ($87,163.00)** ("**Contract Sum**") for completion of the work.

### 2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage

rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

**2.3 Payment.**

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

**2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

**2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

**2.6 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Schedule of Performance.

Contractor shall complete the Project within thirty (30) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

### 3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

| | |
|---|---|
| Ruben Hernandez | Project Manager |
| (Name) | (Title) |
| _____ | _____ |
| (Name) | (Title) |
| _____ | _____ |
| (Name) | (Title) |

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### 4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless

such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**4.3 Project Manager.**

The Project Manager shall be Freddy Loza, Public Works Superintendent, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

**4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**5.2 General Insurance Requirements.**

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

**5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

**5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

**5.7 Release of Securities.**

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

## ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

### 6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### 6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

### 6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### 7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

**7.4 Dispute Resolution Process.**

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

**7.5 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.6 Rights and Remedies Are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**7.7 Unfair Business Practices Claims.**

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the 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. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

## ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### 8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

### 9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### 9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

### 9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### 9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

### 9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

### 9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY**:

CITY OF CARSON, a California charter city

_____

Lula Davis-Holmes, Mayor

**ATTEST:**

_____

Dr. Khaleah K. Bradshaw, City Clerk

**APPROVED AS TO FORM:**
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[pks; rjl]

**CONTRACTOR:**

PRO INSTALLATIONS, INC., a California corporation DBA PROSPECTRA CONTRACT FLOORING, A DIVERZIFY COMPANY

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 17405 Valley View Avenue
Cerritos, CA 90703

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

# EXHIBIT A

## CONTRACTOR'S BID

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response |
|---|---|---|---|---|---|---|---|---|
| Imported Items | | | | | | | $87,163.00 | |
| 1 | | | Mobilization, Supervision, Project Management, Compliance with DIR & Prevailing Wage | LS | 1 | $1,886.00 | $1,886.00 | Yes |
| 2 | | | Bonds (Performance & Payment) | LS | 1 | $855.00 | $855.00 | Yes |
| 3 | | | Demolition & Disposal of Existing Flooring | LS | 1 | $14,355.00 | $14,355.00 | Yes |
| 4 | | | Moisture & Alkalinty Testing (ASTM F2170) including reporting | LS | 1 | $441.00 | $441.00 | Yes |
| 5 | | | Crack Repair (CRJ400 - City-Supplied) | LS | 1 | $1,600.00 | $1,600.00 | Yes |
| 6 | | | Moisture Mitigation System Installation (MCS310, QBC300, VL201 - 442 | SF | 11200 | $3.00 | $33,600.00 | Yes |
| 7 | | | LVT Installation (Solitude LVT, staggered pattern) | SF | 11200 | $2.55 | $28,560.00 | Yes |
| 8 | | | Carpet Tile Installation (Divvy Tile Ecoworx) | SY | 26.67 | $16.10 | $429.39 | Yes |
| 9 | | | Wall Base Installation (4.5"" Rubber Base) | LF | 720 | $1.83 | $1,317.60 | Yes |
| 10 | | | Final Cleaning & Manufacturer-Recommended Prep | LS | 1 | $1,764.00 | $1,764.00 | Yes |
| 11 | | | Debris Removal & Site Cleanup | LS | 1 | $882.00 | $882.00 | Yes |
| 12 | | | Quality Control / Punch List Completion | LS | 1 | $663.00 | $663.00 | Yes |
| 13 | | | Attic Stock Packaging & Palleting (10%) | LS | 1 | $810.01 | $810.01 | Yes |

| Section Title | Line Total |
|---|---|
| Imported Items | $87,163.00 |
| Grand Total | $87,163.00 |

# EXHIBIT B

## SPECIAL REQUIREMENTS

## (Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

**I. Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:**

"5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $***1***~~5~~,000,000 per occurrence, $***2***~~10~~,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $***1***~~2~~,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

~~(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased~~

~~costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.~~

~~If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.~~

~~(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.~~

~~Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.~~

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City."

# EXHIBIT C

## PERFORMANCE BOND

We, **Pro Installations, Inc., a California corporation DBA Prospectra Contract Flooring, a Diverzify Company**, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Eighty Seven Thousand One Hundred Sixty Three U.S. Dollars and Zero Cents ($87,163.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT D

## PAYMENT BOND

We, **Pro Installations, Inc., a California corporation DBA Prospectra Contract Flooring, a Diverzify Company**, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Eighty Seven Thousand One Hundred Sixty Three U.S. Dollars and Zero Cents ($87,163.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT E

## INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

**Company Logo**

**BILL TO:**

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

| Bid Item No. or TASK NO | Description of Work or TASK | QUANTITY or TASK VALUE | Work Completed or HOURS BILLED | UNIT COST OR CURRENT AMOUNT | AMOUNT BILLABLE |
|---|---|---|---|---|---|
| 1 | Task 1 | | | | |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| TOTAL | | $ - | AMT DUE THIS PERIOD | | $ - |

Payable to:

**Company Name**
Address
City
FEIN

| | | |
|---|---|---|
| ORIGINAL CONTRACT AMOUNT | | |
| AMOUNT DUE THIS BILLING PERIOD | $ - | |
| PREVIOUS BILLING/ CHARGES | | |
| CHANGE ORDER/ (+/-) AMENDMENT | | |
| REMAINING CONTRACT BALANCE | $ - | ##### |

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDERATION OF REJECTION OF BIDS FOR INVITATION FOR BID (IFB) NO. 26-11, PROJECT NO. PW1833 - CITYWIDE STREET NAME SIGN REPLACEMENT (CITY COUNCIL)

## I. SUMMARY

Through the Public Works Department, the City maintains approximately 3,500 street name signs throughout Carson. As part of the City's updated design standards, branding, and official City seal, the City Council previously approved the creation of Capital Improvement Project (CIP) No. PW1833 - Citywide Street Name Sign Replacement and added the project to the Fiscal Year 2025-2026 Capital Improvement Program. The Council also approved an initial General Fund appropriation of $221,000 to begin implementation of the project. On April 9, 2026, staff issued Invitation for Bid (IFB) No. 26-11 to solicit qualified contractors to manufacture and install the new street name signs. Bid proposals were publicly opened and recorded on May 28, 2026. The City received two responsive bids ranging from $2,093,118 to $2,918,250. Before and following receipt of the bids, staff evaluated potential funding options during development of the Fiscal Year 2026-2027 Capital Improvement Program. While additional funding for a comprehensive citywide replacement program was discussed and considered, competing infrastructure priorities and limited available funding prevented the allocation of additional project funding in the adopted Fiscal Year 2026-2027 Capital Improvement Program. Because the bids received significantly exceed the project's currently approved budget, staff recommends that the City Council reject all bids.

## II. RECOMMENDATION

REJECT all bids received in response to Invitation for Bid (IFB) No. 26-11, Citywide Street Name Sign Replacement (Project No. PW1833).

## III. ALTERNATIVES

1. DO NOT REJECT the bids received in response to Invitation for Bid (IFB) No. 26-11, Citywide Street Name Sign Replacement (Project No. PW1833).
2. TAKE another action the City Council deems appropriate and consistent with applicable law.

## IV. BACKGROUND

The City owns and maintains approximately 3,500 street name signs throughout Carson. These signs are maintained by the Public Works Department's Operations and Maintenance Division. As part of the City's updated visual identity and preparations for the 2028 Olympic and Paralympic Games, staff was previously directed to develop a citywide program to replace the existing signs with new signs that incorporate the City's current design standards, branding, and official seal. On February 17, 2026, the City Council approved the creation of Capital Improvement Project No. PW1833, Citywide Street Name Sign Replacement, as part of the Fiscal Year 2025-2026 Capital Improvement Program. A capital improvement project is a planned investment in City facilities or infrastructure. The Council also approved an initial General Fund allocation of $221,000 to begin the project, establish a funding base, and allow staff to evaluate the cost of replacing and installing the signs citywide.

On April 9, 2026, the Public Works Department issued Invitation for Bid No. 26-11 to identify a qualified contractor to manufacture and install the new street name signs. An invitation for bid is a formal and competitive process in which contractors submit sealed prices for completing specified work. The City received two bids by the May 28, 2026 deadline. The bids ranged from $2,093,118 to $2,918,250, which is substantially higher than the project's current approved budget of $221,000. Because the available project funding is not sufficient to award a contract, staff recommends that the City Council reject both bids. Section 2612(d)(2)(i) of the Carson Municipal Code and Section 22038 of the California Public Contract Code allow the City Council to reject any or all bids received through a formal bidding process. Rejecting the bids would not award the work to either contractor and would allow the City to reconsider the project's scope, timing, funding, and future delivery options.

Before and after receiving bids, staff evaluated several funding options during the Fiscal Year 2026-2027 budget process to determine whether the project could move forward. These options included increasing the project budget to approximately $2 million to support broader citywide implementation. An additional allocation of approximately $1 million was also discussed during the Capital Improvement Program (CIP) budget workshops. However, due to limited available funding, several unanticipated capital needs, and other higher-priority infrastructure projects requiring immediate investment, additional funding for the street name sign replacement project was ultimately not included in the adopted Fiscal Year 2026-2027 Capital Improvement Program. Instead, the City Council directed $30 million in new General Fund funding toward five Council-prioritized capital improvement projects that address critical infrastructure and community needs. These projects include: (1) $8 million for the Citywide Street Maintenance Program, with approximately $2 million allocated to each Council District; (2) $2 million for the rehabilitation of University Drive between Avalon Boulevard and Wilmington Avenue; (3) $4 million for the Mills Park Renovation Project; (4) $2 million for roof improvements at the Public Works and Community Services Corporate Yard; and (5) $14 million for the Lenardo Drive Enhancement Project. As a result of these funding priorities, the Citywide Street Name Sign Replacement Project was placed on hold. Staff believes this was the most fiscally responsible approach, allowing the City to first address higher-priority infrastructure improvements while preserving the opportunity to pursue the street sign replacement project through future Capital Improvement Program funding, annual budget discussions, grant opportunities, or other available funding sources.

Although staff recommends rejecting the current bids, the Citywide Street Name Sign Replacement Project remains an important beautification and wayfinding initiative. Updated signs would provide a more consistent appearance throughout the City, improve the visibility of Carson's identity, and support preparations for major upcoming events. During Fiscal Year 2026-2027, Public Works staff will continue to evaluate opportunities to move the project forward through future capital improvement funding, the annual operating budget process, available grants, revised project phasing, and other funding sources as they become available.

## V. FISCAL IMPACT

At its February 17, 2026, meeting, the City Council approved the establishment of Capital Improvement Project (CIP) No. PW1833 - Citywide Street Name Sign Replacement and appropriated $221,000 in the Fiscal Year 2025-2026 CIP budget to initiate the project. Although no additional funding is currently available to advance a comprehensive citywide replacement program, staff will continue to evaluate future funding opportunities through the City's annual budget development process, future Capital Improvement Program updates, grant funding opportunities, and other available funding sources. If the City Council approves the recommended action to reject all bids, there will be no fiscal impact to the adopted Fiscal Year 2026-2027 Capital Improvement Program Budget.

## VI. EXHIBITS

1. IFB 26-11 Bid Register
2. New Street Name Sign Rendering Example

**Attachments**

Exhibit 1. IFB No. 26-11 Bid Register

Proposed Street Name Sign Rendering

# CITY OF CARSON
# BID REGISTER

City Clerk's Office RECEIVED 5-28-26 10:00 a.m.

**NAME OF PROJECT:** *IFB 26-11 – CITYWIDE STREET NAME SIGN REPLACEMENT*

**BID OPENING DATE:** *05-28-26* **TIME:** *10:00 A.M.*

| # | COMPANY | COMPANY CONTACT (If Applicable) | PLANET BID DATE/TIME RECEIVED | HARD COPY DATE/TIME RECEIVED | TOTAL | |
|---|---|---|---|---|---|---|
| 1. | Square Signs LLC | Gevorg Hambardzumyan | 5/25/26 7:50am. | — | $2,093,118.00 | |
| 2. | RCR Traffic Specialist | Kellen Blohm | 5/27/26 12:24p.m. | — | $2,918,250.00 | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |

Opened By: N/A (Print Legibly) _____ (Initials) Staff Present: Kirby Jones (Print Legibly) _____ (Initials)

City Clerk: _____ (Signature) Deputy City Clerk

PlanetBids Opened By: Elaine Bedwell (Print Legibly) EB (Initials)

CITY OF CARSON, CALIFORNIA
INCORPORATED FEBRUARY 20, 1968
Carson
ST

# CITY OF CARSON

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

DISCUSSION 24.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

Subject: CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

## I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council.

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

## II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

## III. ALTERNATIVES

N/A

## IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

## V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2026-2027.

## VI. EXHIBITS

1. Updated Local Appointments List for Commissions, Committees, and Boards

**Attachments**

Updated Local Appointments List for Commissions Committees and Boards.pdf

# CITY OF CARSON

**LOCAL APPOINTMENTS LIST FOR COMMISSIONS, COMMITTEES, AND BOARDS**
**(Pursuant to Government Code Section 54970 et seq.)**

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee, and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California, is eligible to serve on any of the commissions, committees, or boards below, unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

* The following appointed positions may receive compensation
** Mayor's uncontested appointment
Vacant

## I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

### [1] Economic Development Commission

Established by: Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.

Meetings: 1st Thursday, 8:00 a.m. (Executive Conference Room)
Staff Liaison: Chris Palmer, Economic Development Manager x1365 and LaToya Butler, Innovation & Business Liason x1320
Support Staff: Sandy Solis, Division Secretary x1325

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Aldridge Jr., Ray (LDH)** | | 12-06-22 | 11-30-26 |
| Childers, Christopher (CH) | | 12-06-22 | 11-30-26 |
| Embry, Darren (LDH) | | 04-04-23 | 11-30-26 |
| Kelley, Blake (LDH) | | 04-04-23 | 11-30-26 |
| Jimenez, Trini (AR) | | 12-06-22 | 11-30-26 |
| Luevano, Jose (JH) | | 06-17-25 | 11-30-26 |
| Sparrow, Clyde (LDH) | | 04-04-23 | 11-30-26 |
| Wallace, Deborah (LDH) | | 04-04-23 | 11-30-26 |
| Baddeley, Kevin (JD) | | 06-17-25 | 11-30-26 |
| Cordova, Ted (LDH) | Alt. 1 | 04-04-23 | 11-30-26 |
| Ibarra, Victor (LDH) | Alt. 2 | 02-06-24 | 11-30-26 |
| Ross, Kevin (LDH) | Alt. 3 | 06-03-26 | 11-30-26 |

**[2] Environmental Commission***

Established by: Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103

Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment

Meetings: 1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Reata Kulcsar, Innovation & Sustainability Officer x1312

Support Staff: Jessica Coria, Division Secretary x1823; Evelyne Carmona, Senior Administrative Analyst x1636; Kristin Smith, Council Aide x1743

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Morgan, Daniel (JH) | | 06-16-26 | 11-30-26 |
| Swayzer, Ezekiel (LDH) | | 12-03-24 | 11-30-26 |
| Hopson, Lillian (LDH)** | | 12-03-24 | 11-30-26 |
| Ford, Brittney (LDH) | | 05-21-25 | 11-30-26 |
| Koons, William (JD) | | 12-03-24 | 11-30-26 |
| Peralta, Maribel (AR) | | 01-07-25 | 11-30-26 |
| Hunt, Joseph (LDH) | | 05-21-25 | 11-30-26 |
| Taylor, Hourie (CH) | | 12-06-22 | 11-30-26 |
| Watkins, Freeman (LDH) | | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 1 | | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[3] Human Relations Commission***

Established by: Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership: 11 members (7 general, 2 youth, 2 w/ a focus on disability-related matters); 3 alternates
Qualification:Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings: 3rd Wednesday, 6:30 p.m. (City Manager Conference Room)
Staff Liaison: Cac Le, Council Aide x1722
Support Staff:

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Junio, Teresita (LDH) | | 12-03-24 | 11-30-26 |
| Calhoun, Jill (AR) | | 12-06-22 | 11-30-26 |
| Davenport, Kimberley (JH) | | 04-04-23 | 11-30-26 |
| Fuentes, Sonia (JD) | | 12-02-25 | 11-30-26 |
| Ramos, Jessica (LDH) | | 12-03-24 | 11-30-26 |
| Reed, Cassandra (CH) | | 12-06-22 | 11-30-26 |
| Russ, Harriett (LDH)** | | 12-03-24 | 11-30-26 |
| Ifeacho, Dr. Chinyere (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Viernes, Irene (LDH) | Alt. 2 | 12-03-24 | 11-30-26 |
| Ahaiwe-Simpson, Stacy (LDH) | Alt. 3 | 02-17-26 | 11-30-26 |
| Thompson, Audra (LDH) | Disability Advocate | 10-21-25 | 11-30-26 |
| Padua, Luz (LDH) | Disability Advocate | 10-21-25 | 11-30-26 |
| Paxton, Cameron (LDH) | Youth | 02-18-25 | 11-30-26 |
| Ornelas, Isabella (LDH) *Pending Oath | Youth | 06-03-26 | 11-30-26 |

**[4] Parks, Recreation, and Cultural Arts Commission***

Established by: Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: Last Thursday, 6:30 p.m. (Executive Conference Room)

Staff Liaison: Michael Whittiker, Jr. Director of Community Services x3571

Support Staff: Kimberyly Madrigal, Administrative Secretary x3581

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Cainglet, Jesus-Alex (CH) | | 12-06-22 | 11-30-26 |
| Cortado, Kimberly (JH) | | 06-20-23 | 11-30-26 |
| Dahilig Jr., Cesar (LDH) | | 12-03-24 | 11-30-26 |
| Lawrence, Shannon (LDH) | | 12-03-24 | 11-30-26 |
| Gonzalez, Walter (LDH) | | 12-03-24 | 11-30-26 |
| Hilliard, Kisa (JD) | | 12-03-24 | 11-30-26 |
| Hunter, Edwina (AR) | | 12-06-22 | 11-30-26 |
| Langston, DeAnthony (LDH) | | 12-03-24 | 11-30-26 |
| Johnson, Jo Jacqueline (LDH)** | | 04-01-25 | 11-30-26 |
| Brown Sr., Kelvin (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Brillantes, Rudolfo (LDH) | Alt. 3 | 12-03-24 | 11-30-26 |

**[5] Planning Commission***

Established by: Ordinance No. 13 (CMC §2700); § 606 of the City Charter

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: 2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)

Staff Liaison: Christopher Palmer, Economic Development Manager x1365

Support Staff: McKina Alexander, Planning Manager x1326; Laura Gonzalez, Planning Secretary x 1328

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Diaz, Louie (JD) | | 12-03-24 | 11-30-26 |
| Docdocil, Frederick (LDH)** | | 12-03-24 | 11-30-26 |
| Guerra, Carlos (LDH) | | 12-03-24 | 11-30-26 |
| Balgimino, Jay (AR) *Pending Oath | | 02-03-26 | 11-30-26 |
| Huff, Del (LDH) | | 12-03-24 | 11-30-26 |
| Wilson, Leticia (LDH) | | 12-03-24 | 11-30-26 |
| Mfume, DeQuita (LDH) | | 12-03-24 | 11-30-26 |
| Johnson, Clarence (JH) | | 03-19-24 | 11-30-26 |
| Thomas, Dianne (CH) | | 12-06-22 | 11-30-26 |
| Montecarlo, Jaime (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[6] Public Relations Commission***
Established by: Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison: Danielle Halsey, Public Information Analyst x1606
Support Staff: Christine Foisia, Senior Clerk x1740

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Eatman, Sonya (LDH) | Community Rep. | 12-03-24 | 11-30-26 |
| Waddis, Dorcas (LDH)* | Community Rep. | 06-17-25 | 11-30-26 |
| Stewart, Linda (LDH) | Community Rep. | 12-03-24 | 11-30-26 |
| Sandoz, Jeretta (AR) | Community Rep. | 12-03-24 | 11-30-26 |
| Ross, Dorothy (JD) | Public Relations Specialist | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Public Relations Specialist | | 11-30-26 |
| Pitcher, Pamela (LDH) | Public Relations Specialist | 12-03-24 | 11-30-26 |
| Smith, Byron (CH) | Public Relations Specialist | 03-06-24 | 11-30-26 |
| Price, Dr. Denice (JH) | Public Relations Specialist | 04-04-23 | 11-30-26 |
| Washington, Deborah (LDH) | Alt. 1 | 06-17-25 | 11-30-26 |
| Smith, Shirley (LDH) | Alt. 2 | 03-03-26 | 11-30-26 |
| Page, Brent (LDH) | Alt. 3 | 02-18-25 | 11-30-26 |

**[7] Public Safety Commission***
Established by: Ordinance No. 99-1160 §1; Ordinance No. 01-1239 §1 (CMC §27103.6); Ordinance No. 21-2104
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Priscilla Palma, Division Secretary x1787
Support Staff:

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Allen, Jeffrey (LDH) | | 12-03-24 | 11-30-26 |
| Arnold, Keith (LDH) | | 12-03-24 | 11-30-26 |
| Flinton, Lawrence (AR) | | 08-06-24 | 11-30-26 |
| Dacus, Samuel (LDH) | | 12-03-24 | 11-30-26 |
| Dorsey, Donnie (CH) | | 12-06-22 | 11-30-26 |
| Lewis, Prentiss (JH) | | 04-04-23 | 11-30-26 |
| Rivers, Angela (LDH) | | 12-03-24 | 11-30-26 |
| Romero, Heidi (LDH)** | | 12-03-24 | 11-30-26 |
| Cogut, Louis (JD) | | 12-03-24 | 11-30-26 |
| Wilson, Michael (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Brown, Randy (LDH) | Alt. 2 | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[8] Public Works Commission***
Established by: Ordinance No. 99-1181 §2 (CMC §2798.6)
Membership: 9 members; 3 alternates

Qualification: Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff: Taelour James, Division Secretary x1801

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Fields, Brandon (AR) | | 02-03-26 | 11-30-26 |
| Calhoun, James (JD) | | 01-20-26 | 11-30-26 |
| Fe'esago, Uli (LDH) | | 01-20-26 | 11-30-26 |
| McNichols, Ryan (LDH) | | 12-03-24 | 11-30-26 |
| Howard, Kobii (LDH) | | 01-20-26 | 11-30-26 |
| Hollaway, John (LDH) | | 04-07-26 | 11-30-26 |
| Nelms, Cedric (CH) *Pending Oath | | 06-03-26 | 11-30-26 |
| Martin, Jr., Marion (LDH) | | 12-03-24 | 11-30-26 |
| Thames, Ta-Taneisha (JH) | | 07-07-26 | 11-30-26 |
| Obiora, Emmanuel (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Mmeje, Uzoma (LDH) *Pending Oath | Alt. 2 | 07-07-26 | 11-30-26 |
| Wilson, Daniel (LDH) | Alt. 3 | 01-20-26 | 11-30-26 |

**[9] Senior Citizens Advisory Commission***
Established by: Ordinance No. 97-1119, §1 (CMC §2799.6)
Membership: 11 members; 3 alternates
Qualification: Resident of the City of Carson and be at least 50 years of age at the time of appointment.

Meetings: 2nd Monday, 4:00 p.m. (Community Center, Carson/Donminguez room)

Staff Liaison: Mike Whittiker, Jr., Director of Community Services x1780; Dani Cook, Human Services Supervisor x1480
Support Staff: Brenda Reed, Senior Clerk x1775

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Graves, Shirley (LDH)** | | 12-03-24 | 11-30-26 |
| Lopez, Delia (LDH) | | 12-03-24 | 11-30-26 |
| Leverette, Ernestine (AR) | | 05-06-25 | 11-30-26 |
| Dunn, Linda (LDH) | | 12-03-24 | 11-30-26 |
| Bates, Billye (LDH) | | 12-03-24 | 11-30-26 |
| Patterson, Patricia (LDH) | | 12-03-24 | 11-30-26 |
| Ronquillo, Myrna (JD) | | 12-03-24 | 11-30-26 |
| Ruiz-Raber, Julie (CH) | | 12-06-22 | 11-30-26 |
| Seymore, Dr. Vergie (JH) | | 04-04-23 | 11-30-26 |
| Simpson-Lott, Darlene (LDH) | | 12-03-24 | 11-30-26 |
| Walker, Itelia (LDH) | | 12-03-24 | 11-30-26 |
| Brown, LaRhonda (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Davis, Pauline (LDH) | Alt. 3 | 12-03-24 | 11-30-26 |

**[10] Veterans Affairs Commission***
Established by: Ordinance No. 99-1154, §1 (CMC §27102.6)
Membership: 11 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 3rd Monday, 6:00 p.m. (Veterans Sports Complex - Activity Room)

Staff Liaison: Kisheen Tulloss, Council Aide x1711
Support Staff: Mikala Multiauaopele, Division Secretary x3557

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Batucal, Arthur (JH) | | 04-04-23 | 11-30-26 |
| Boyd, Robert (JD) | | 12-03-24 | 11-30-26 |
| Branch, Jr., Roger (LDH) | | 12-03-24 | 11-30-26 |
| Da Silva, Manuel (LDH) | | 12-03-24 | 11-30-26 |
| Raber, Brian (CH) | | 12-06-22 | 11-30-26 |
| Salomon, Emmanuel (LDH) | | 12-03-24 | 11-30-26 |
| Mosequera, Nemie P. (LDH)** | | 12-03-24 | 11-30-26 |
| Woods, Richard (LDH) | | 12-03-24 | 11-30-26 |
| Woods, Thomas (LDH) | | 12-03-24 | 11-30-26 |
| Seay, Al (LDH) | | 12-03-24 | 11-30-26 |
| Wilvert, Karl (AR) | | 12-06-22 | 11-30-26 |
| Vacant (LDH) | Alt. 1 | | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[11] Women's Issues Commission***
Established by: Ordinance No. 02-1246, §1 (CMC §27106.6)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment
Meetings: 4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison: Keichun Graves, Council Aide x1799
Support Staff:

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| De La Cruz Manio, Connie (LDH) | | 02-03-26 | 11-30-26 |
| Fielder, Yolanda (LDH) | | 12-03-24 | 11-30-26 |
| Fields-Robinson, Dr. Leandrea (LDH)** | | 12-03-24 | 11-30-26 |
| Foster, Carolyn (LDH) | | 12-03-24 | 11-30-26 |
| Finley, Stephanie (JD) | | 10-21-25 | 11-30-26 |
| Odom Houze, Susan (JH) | | 04-04-23 | 11-30-26 |
| Price, Dr. Greta (AR) | | 12-06-22 | 11-30-26 |
| Williams, Maria (CH) | | 12-03-24 | 11-30-26 |
| Tresvant, Sheila (LDH) | | 12-03-24 | 11-30-26 |
| Jones-Phillips, Jennifer (LDH) | Alt. 1 | 06-03-26 | 11-30-26 |
| Mackson, Monique (LDH) | Alt. 2 | 12-03-24 | 11-30-26 |
| Giles Washington, Christyna (LDH) | Alt. 3 | 04-07-26 | 11-30-26 |

**[12] Youth Commission***
Established by: Ordinance No. 98-1132, §1 (CMC §27100.6)
Membership: 11 members; 3 alternates
Qualification: Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings: 2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison: Brian Legaspi, Council Aide x 1721
Support Staff:

| Commissioner | | Appointed | Term Expires |
|---|---|---|---|
| Mitchell, Hannah (LDH) | | 06-06-24 | 11-30-26 |
| Moore, Joshua (JH) | | 06-06-24 | 11-30-26 |
| Redway, Khristopher (LDH) | | 06-06-24 | 11-30-26 |
| Estrada, Juan (LDH) | | 06-06-24 | 11-30-26 |
| Villasana, Andrea (JD) | | 12-03-24 | 11-30-26 |
| Mitchell, Jazcidi (LDH) | | 12-03-24 | 11-30-26 |
| Zulueta, Nathaniel (LDH)** | | 02-17-26 | 11-30-26 |
| Smith, Zoey (CH) | | 06-06-24 | 11-30-26 |
| Zulueta, Nathaniel (LDH) | | 06-03-26 | 11-30-26 |
| Homna, Kayla (AR) | | 01-07-25 | 11-30-26 |
| Macias, Lea (LDH) | | 01-07-25 | 11-30-26 |
| Ortiz, Miranda (LDH) | Alt. 1 | 01-06-26 | 11-30-26 |
| Cones-Canx, Sydney (LDH) | Alt. 2 | 01-06-26 | 11-30-26 |
| Cruz, Jayden (LDH) *Pending Oath | Alt. 3 | 01-06-26 | 11-30-26 |

**II. BOARDS & COMMITTEES**
Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.
The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

**[13] Measure C and Measure K Budget Oversight Committee**
Established by: Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 221-030
Membership: 5 members; 2 alternates
Qualification: Resident of the City of Carson
Meetings: 2nd Tuesday, 6:30 p.m. (Community Center)
Staff Liaison: William Jefferson, Director of Finance x1756
Support Staff: Vicki Hernandez, Senior Clerk x1744

| | | Appointed | Term Expires |
|---|---|---|---|
| Dorsey-Reeves, Vera (CH) | | 04-04-23 | 11-30-26 |
| Cottrell-Fulbright, Lisa (AR) | | 05-06-25 | 11-30-26 |
| Hunter, Cynthia (LDH) | | 04-04-23 | 11-30-26 |
| Momoli, Nora (JD) | | 12-03-24 | 11-30-26 |
| Hemphill, Dr. Afia (JH) | | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 1 | | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |

**[14] Mobilehome Park Rental Review Board**

Established by: Ordinance No. 79-485U, §4702; §607 of the City Charter

Membership: 7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenant in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification: See membership.
Meetings: 2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison: Tara Matthew, Interim Housing Program Manager x1708
Support Staff: Sandy Solis, Division Secretary x1325

| | | Appointed | Term Expires |
|---|---|---|---|
| Richardson, Sheila (JH) | At-large | 06-16-26 | 11-30-26 |
| Valdez, Daniel (JD) | At-large | 12-03-24 | 11-30-26 |
| Hernandez, Susan (AR) | At-large | 04-21-26 | 11-30-26 |
| Clark Harris, Dr. Alice (LDH) | At-large Alt. 1 | 04-04-23 | 11-30-26 |
| Muhammad, Nafis (LDH) | At-large Alt. 2 | 04-04-23 | 11-30-26 |
| Perez, Karey (LDH) | At-large Alt. 3 | 04-04-23 | 11-30-26 |
| Hayes, Phyllis (LDH) | At-large Alt. 4 | 04-04-23 | 11-30-26 |
| Horton, Maria (LDH) | Park Owner | 12-02-25 | 11-30-26 |
| Forbath, Susy (LDH) | Park Owner | 04-04-23 | 11-30-26 |
| Dzikowski, Barbara (LDH) | Park Owner Alt. 1 | 12-02-25 | 11-30-26 |
| Kleege, Robert Bruce (LDH) | Park Owner Alt. 2 | 03-04-25 | 11-30-26 |
| Nelson, Drake (LDH)** *Pending Oath | Resident Homeowner | 07-07-26 | 11-30-26 |
| King, Tom (CH) | Resident Homeowner | 01-17-23 | 11-30-26 |
| Davis, William (LDH) | Resident Homeowner Alt. 1 | 04-04-23 | 11-30-26 |
| Vacant (LDH) | Resident Homeowner Alt. 2 | | 11-30-26 |

**[15] Relocation Appeals Board**
Established by: Ordinance No. 74-313 (CMC §21004)
Membership: 9 members; 3 alternates
Qualification: Resident of the City of Carson
Meetings: Only when necessary
Staff Liaison: Sandy Solis, Economic Development Liaison x1325
Support Staff:

| | | Appointed | Term Expires |
|---|---|---|---|
| Batucal, Dennis (LDH) | | 04-04-23 | 11-30-26 |
| Evans, Linda (LDH) | | 04-04-23 | 11-30-26 |
| Tate, Dorothy (LDH)** | | 01-23-24 | 11-30-26 |
| Guray, Jr., Tancredo "Jun" (JD) | | 12-03-24 | 11-30-26 |
| Witherspoon, Murphy (LDH) | | 01-07-25 | 11-30-26 |
| Anson, Jr., Oscar (LDH) | | 01-23-24 | 11-30-26 |
| Vacant (CH) | | | 11-30-26 |
| Morrison, Christopher (JH) | | 09-16-25 | 11-30-26 |
| Vacant (AR) | | | 11-30-26 |
| Vacant (LDH) | Alt. 1 | | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

## III. SPECIAL COMMITTEE

**[16] General Plan Advisory Committee**
Established by: Minute Action 10-03-17; Amended by Resolution No. 19-029;
Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Planning Manager x1326
Support Staff: Planning Technician x1327

| | | Appointed | Term Expires |
|---|---|---|---|
| Mayor Lula Davis-Holmes (LDH) | | 04-04-23 | 11-30-26 |
| Councilmember Jim Dear (JD) | | 12-03-24 | 11-30-26 |
| Brimmer, Charlotte (LDH)** | | 04-04-23 | 11-30-26 |
| Dudley-Kimble, Monica (CH) | | 04-04-23 | 11-30-26 |
| Gonzalez, Leonor (AR) | | 04-04-23 | 11-30-26 |
| Hamilton, Dr. John (JH) | | 04-04-23 | 11-30-26 |
| Sheriff Department Representative (LDH) | | 04-04-23 | 11-30-26 |
| Cottrell-Fulbright, Lisa (LDH) | Alt. 1 | 04-04-23 | 11-30-26 |
| Lott, Aminika (LDH) | Alt. 2 | 04-04-23 | 11-30-26 |

## IV. SPECIAL BOARD

**[17] Carson Reclamation Joint Powers Authority (CRJPA)**

Established by: Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA

Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

| | Appointed | Term Expires |
|---|---|---|
| Authority Chair Lula Davis-Holmes | 01-20-26 | 01-20-31 |
| Vice Chair Cedric Hicks | 01-20-26 | 01-20-31 |
| Board Member Ray Aldridge, Jr. | 01-20-26 | 01-20-31 |
| Board Member Lillian Hopson | 01-20-26 | 01-20-31 |
| Board Member Dianne Thomas | 01-20-26 | 01-20-31 |

## V. COUNCIL SUB-COMMITTEES

**[18] Bingo/Fireworks**
Established by: Minute Order 04-02-19

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 12-03-24 |
| Councilmember Rojas | 12-03-24 |

**[19] Community Development/Housing/Logistics & Transit Standing Committee**
Established by: Minute Order 04-02-19

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 12-03-24 |
| Mayor Pro Tempore Hicks, Sr. | 12-03-24 |

**[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee**
Established by: Minute Order 04-02-19

| | Appointed |
|---|---|
| Mayor Pro Tempore Hicks, Sr. | 06-01-21 |
| Councilmember Dr. Hilton | 06-01-21 |

**[21] Legislative Ad Hoc Committee**
Established by: Minute Order 02-16-21

| | Appointed |
|---|---|
| Mayor Pro Tempore Hicks, Sr. | 12-03-24 |
| Councilmember Dr. Hilton | 12-03-24 |

**[22] City Hall/Community Center Renovation Ad Hoc Committee**
Established by: Minute Order 01-16-21

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 01-26-21 |
| Councilmember Dr. Hilton | 01-26-21 |

**[23] Economic Development/E-Commerce Ad-Hoc Committee**
Established by: Minute Order 03-02-21

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 03-02-21 |
| Mayor Pro Tempore Hicks, Sr. | 03-02-21 |

**[24] Conditional Use Permit Ad Hoc Committee**
Established by: Minute Order 04-05-22

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 04-05-22 |
| Councilmember Dr. Hilton | 04-05-22 |

**[25] Housing Ad Hoc Committee**
Established by: Minute Order 03-16-21

| | Appointed |
|---|---|
| Councilmember Dr. Hilton | 12-03-24 |
| Mayor Pro Tempore Hicks, Sr. | 12-03-24 |

**[26] Diversity, Equity and Inclusion Ad Hoc Committee**
Established by: Minute Order 09-07-21

| | Appointed |
|---|---|
| Councilmember Dr. Hilton | 09-07-21 |
| Councilmember Rojas | 03-01-22 |

**[27] Standard Management Procedures and Special Ecents Ad Hoc Committee**
Established by: Minute Order 01-04-22

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 01-04-22 |
| Councilmember Dr. Hilton | 01-04-22 |

**[28] Cell 2 Settlement Ad Hoc Committee**
Established by: Minute Order 02-07-22 (Carson Reclamation Authority)

| | Appointed |
|---|---|
| Authority Chair Lula Davis-Holmes | 02-07-22 |
| Board Member Dianne Thomas | 02-07-22 |

**[29] School Safety Ad Hoc Committee**
Established by: Minute Order 02-15-22

| | Appointed |
|---|---|
| Councilmember Dr. Hilton | 12-03-24 |
| Councilmember Rojas | 12-03-24 |
| Captain Jones Norman | 12-03-24 |

**[30] Carson Finance and Audit Committee**
Established by: Minute Order 06-20-23

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 06-20-23 |
| Councilmember Rojas | 06-20-23 |
| Mayor Pro Tempore Hicks, Sr. | 02-18-24 |

**[31] Short-Term Rentals Ad Hoc Committee**
Established by: Minute Order 03-02-21
Established by: Minute Order 10-03-23

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 10-03-23 |
| Councilmember Dr. Hilton | 10-03-23 |

**[32] Special Event Ad Hoc Committee**
Established by: Minute Order 06-06-24

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 06-06-24 |
| Councilmember Dr. Hilton | 06-06-24 |

**[33] LA '28 Olympics Ad Hoc Committee**
Established by: Minute Order 07-16-24

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 07-16-24 |
| Councilmember Dr. Hilton | 07-16-24 |

**[34] Refinery Ad Hoc Committee**
Established by: Minute Order 12-03-24

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 12-03-24 |
| Mayor Pro Tempore Hicks, Sr. | 12-03-24 |

**[35] Grocery Store Ad Hoc Committee**
Established by: Minute Order 06-18-24

| | Appointed |
|---|---|
| Councilmember Dr. Hilton | 06-18-24 |
| Mayor Pro Tempore Hicks, Sr. | 06-18-24 |

**[36] Gil Smith Mermorial Ad Hoc Committee**
Established by: Minute Order 01-07-25

| | Appointed |
|---|---|
| Mayor Pro Tempore Hicks, Sr. | 02-03-26 |
| Councilmember Dr. Hilton | 01-07-25 |

**[37] Energy Ad Hoc Committee**
Established by: Minute Order 09-16-25

| | Appointed |
|---|---|
| Mayor Pro Tempore Hicks, Sr. | 09-16-25 |
| Councilmember Dr. Hilton | 09-16-25 |

**[38] Transportation and Dial-A-Ride Services Ad Hoc Committee**
Established by: Minute Order 11-05-25

| | Appointed |
|---|---|
| Mayor Pro Tempore Hicks, Sr. | 11-05-25 |
| Councilmember Dr. Hilton | 11-05-25 |

**[39] Drive Construction Project Ad Hoc Committee**
Established by: Minute Order 03-03-25

| | Appointed |
|---|---|
| Mayor Lula Davis-Holmes | 03-03-26 |
| Board Member Dianne Thomas | 03-03-26 |

## VI. CITY AFFILIATED ORGANIZATIONS

### [40] California Contract Cities Association

| | | Appointed |
|---|---|---|
| Mayor Pro Tempore Hicks, Sr. | Delegate | 12-03-24 |
| Mayor Davis-Holmes | Alternate | 12-03-24 |

### [41] Clean Power Alliance

Ord. No. 17-1633; LACCE Joint Powers (Authority)

| | | Appointed |
|---|---|---|
| Mayor Pro Tempore Hicks, Sr. | Delegate | 11-15-22 |
| Councilmember Rojas | Alt. 1 | 12-03-24 |
| Staff Member Reata Kulcsar | Alt. 2 | 11-15-22 |

### [42] County of Los Angeles Public Library Commission

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 12-03-24 |

### [43] County SanitationDistricts of Los Angeles (Dist. No. 8)*

Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 01-26-21 |
| Councilmember Dr. Hilton | Alternate | 12-03-24 |

### [44] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety code does not allow for alternate members to be appointed.

| | | Appointed | Term Expires |
|---|---|---|---|
| Councilmember Dear | Delegate | 01-26-21 | 01-05-26 |
| | | (effective 01-03-22) | |

**[45] L.A. County City Selection Committee**

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 01-26-21 |
| Councilmember Dr. Hilton | Alternate | 01-23-24 |

**[46] League of California Cities**

| | | Appointed |
|---|---|---|
| Councilmember Rojas | Delegate | 03-01-22 |
| Councilmember Dr. Hilton | Alt. 1 | 01-26-21 |
| Mayor Davis-Holmes | Alt. 2 | 12-03-24 |

**[47] League of California Cities (Los Angeles Co. Division)**

| | | Appointed |
|---|---|---|
| Councilmember Dr. Hilton | Delegate | 12-03-24 |
| Councilmember Rojas | Alt. 1 | 01-26-21 |
| Mayor Davis-Holmes | Alt. 2 | 12-03-24 |

**[48] National League of Cities**

| | | Appointed |
|---|---|---|
| Mayor Pro Tempore Hicks, Sr. | Delegate | 01-26-21 |
| Councilmember Rojas | Alt. 1 | 12-03-24 |
| Councilmember Dr. Hilton | Alt. 2 | 12-03-24 |

**[49] South Bay Cities Council of Govts (Joint Powers Authority)**

| | | Appointed |
|---|---|---|
| Mayor Pro Tempore Hicks, Sr. | Delegate | 01-26-21 |
| Mayor Davis-Holmes | Alternate | 12-03-24 |

**[50] South Bay Workforce Investment Board**

| | | Appointed | Term Expires |
|---|---|---|---|
| Ted Cordova | Member | 06-18-24 | 06-30-28 |
| Jeffrey Jennison | Member | 06-18-24 | 06-30-28 |
| Janice Jimenez | Member | 07-01-21 | 06-30-25 |
| Tamala Lewis | Member | 07-01-19 | 06-30-23 |
| Tami Lorenzen-Fanselow | Member | 07-01-19 | 06-30-23 |

**[51] Southern California Association of Governments (SCAG)**

| | | Appointed |
|---|---|---|
| Councilmember Dr. Hilton | Delegate | 01-26-21 |
| Mayor Davis-Holmes | Alt. 1 | 01-26-21 |
| Councilmember Rojas | Alt. 2 | 12-03-24 |

**[52] U.S. Conference of Mayors**

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 01-26-21 |
| Councilmember Rojas | Alt. 1 | 03-01-22 |
| Mayor Pro Tempore Hicks, Sr. | Alt. 2 | 01-26-21 |

**[53] West Basin Water Association**

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 12-03-24 |
| Mayor Pro Tempore Hicks, Sr. | Alternate | 01-26-21 |

# CITY OF CARSON

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

DISCUSSION 25.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CLERK Administration

Subject: CONSIDERATION OF RESOLUTION NO. 26-078 RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 2, 2026, DECLARING THE RESULT THEREOF AS TO MEASURE FW, DECLARING THAT MEASURE FW FAILED AND WAS NOT ADOPTED, AND SUCH OTHER MATTERS AS PROVIDED BY LAW (CITY COUNCIL)

## I. SUMMARY

On June 2, 2026, the City of Carson held a Special Municipal Election, consolidated with the Statewide Direct Primary Election, at which voters considered Measure FW, a citizen initiative measure concerning the sale and use of “safe and sane” fireworks in the City.

After the City Clerk certified the initiative petition as sufficient, the City Council submitted the proposed initiative to the voters pursuant to Elections Code section 9215.

Following the election, the Los Angeles County Registrar-Recorder/County Clerk completed the official canvass and transmitted the certified statement of results to the City Clerk pursuant to Elections Code section 15372. The certified results for Measure FW are as follows:

- YES: 9,966 votes (46.42%)
- NO: 11,503 votes (53.58%)

Measure FW did not receive a majority of the votes cast on the measure and therefore failed and was not adopted pursuant to Elections Code section 9217.

This item asks the City Council to receive and file Exhibit 2 (which is Exhibit A to the attached proposed resolution), the Certificate of the Canvass of the Election Returns and Statement of Votes Cast, and to adopt the attached resolution (Exhibits 1-2) formally declaring the results of the election as to Measure FW. Under Elections Code section 15400, declaration of the results is a ministerial and non-discretionary duty of the City Council.

## II. RECOMMENDATION

TAKE the following actions:

1. RECEIVE and FILE the Certificate of the Canvass of the Election Returns and Statement of Votes Cast for the June 2, 2026 City of Carson Special Municipal Election, as provided by the Los Angeles County Registrar-Recorder/County Clerk; and,

2. WAIVE further reading and ADOPT Resolution No. 26-078, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 2, 2026, DECLARING THE RESULT THEREOF AS TO MEASURE FW, DECLARING THAT MEASURE FW FAILED AND WAS NOT ADOPTED, AND SUCH OTHER MATTERS AS PROVIDED BY LAW"

## III. ALTERNATIVES

None.

## IV. BACKGROUND

A citizen initiative petition entitled “A Proposed Initiative Ordinance to Amend the Carson Municipal Code to Permit the Sale and Use of Certain Fireworks Within the City of Carson” was submitted to the City. After the City Clerk certified the petition as sufficient, the City Council considered the matter pursuant to Elections Code section 9215 and elected to submit the proposed initiative to the voters at the June 2, 2026 Special Municipal Election.

The election was consolidated with the Statewide Direct Primary Election and conducted by the Los Angeles County Registrar-Recorder/County Clerk. Following completion of the official canvass, the County Elections Official transmitted the certified statement of results to the City Clerk pursuant to Elections Code section 15372.

The certified results show that Measure FW received 9,966 “yes” votes (46.42%) and 11,503 “no” votes (53.58%). Measure FW did not receive a majority of the votes cast on the measure and therefore failed and was not adopted pursuant to Elections Code section 9217.

Under Elections Code section 15400, it is the ministerial and non-discretionary duty of the City Council to declare the results of the election as to each measure voted on at the election. Adoption of the attached resolution will satisfy that requirement as to Measure FW.

## V. FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the proposed resolution.

## VI. EXHIBITS

1. Resolution No. 26-078
2. Certificate of the Canvass of the Election Returns and Statement of Votes Cast (Exhibit A to Resolution No. 26-078)

**Attachments**

Resolution No. 26-078.pdf

Certificate of the Canvass of the Election Returns and Statement of Votes Cast (Exhibit A to Resolution No. 26-078).pdf

**RESOLUTION NO. 26-078**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 2, 2026, DECLARING THE RESULT THEREOF AS TO MEASURE FW, DECLARING THAT MEASURE FW FAILED AND WAS NOT ADOPTED, AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

**WHEREAS,** a Special Municipal Election was held and conducted in the City of Carson, California ("City"), on Tuesday, June 2, 2026, in accordance with applicable law ("Special Municipal Election"); and

**WHEREAS**, the Special Municipal Election was consolidated with the Statewide Direct Primary Election held on the same date and was conducted by the Los Angeles County Registrar-Recorder/County Clerk; and

**WHEREAS**, at the Special Municipal Election, the City submitted to the voters a measure designated as Measure FW, entitled "A Proposed Initiative Ordinance to Amend the Carson Municipal Code to Permit the Sale and Use of Certain Fireworks Within the City of Carson," which proposed to permit the sale and use of certain "safe and sane" fireworks within the City ("Measure FW"); and

**WHEREAS**, the Los Angeles County Registrar-Recorder/County Clerk has certified the results of the Special Municipal Election as to Measure FW, and the certified results are received, attached hereto, and incorporated herein as Exhibit "A"; and

**WHEREAS**, pursuant to Elections Code section 15400, the City Council is required to declare the results of the election as to Measure FW; and

**WHEREAS**, Elections Code section 9217 provides that a proposed city initiative ordinance is adopted only if a majority of the voters voting on the proposed ordinance vote in its favor; and

**WHEREAS**, Measure FW did not receive a majority of the votes cast on the measure and therefore failed and was not adopted; and

**WHEREAS**, the certified results for Measure FW are as follows: YES: 9,966 votes (46.42%) and NO: 11,503 votes (53.58%).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1**. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

**Section 2**. Measure Submitted. The Special Municipal Election was held for the purpose of submitting Measure FW to the voters of the City. Measure FW was submitted to the voters in substantially the following form:

**Measure FW**

| | |
|---|---|
| Shall the measure, placed on the ballot by initiative petition, allowing the sale, from up to 12 permitted temporary stands, and use of "safe and sane fireworks" (as defined in state law) within the City during specified dates and times around the Fourth of July season, with a prohibition on "dangerous fireworks" (as defined in state law) subject to specified exceptions, be adopted? | YES |
| | NO |

**Section 3**. Election Results. The whole number of ballots cast in the City at the Special Municipal Election, the number of votes cast for and against Measure FW, and the number of votes cast at each precinct or as otherwise reported by the Los Angeles County Registrar-Recorder/County Clerk are set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

**Section 4**. Declaration of Result. Based upon Exhibit "A," the City Council does declare and determine that:

> Measure FW did not receive a majority of the votes cast on the measure at the Special Municipal Election. The City Council further declares and determines that Measure FW failed and was not adopted.

**Section 5**. Records Entry. Based upon the foregoing, and as attached in Exhibit "A," the City Clerk shall enter on the records of the City Council of the City of Carson, a statement of the result of said election showing:

a) The whole number of votes cast in the City;
b) The measure voted upon in this election;
c) The number of votes given at each precinct for and against the measure,
d) The number of votes given in the City for and against the measure.

**Section 6**. Severability. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

**Section 7**. Certification. The Mayor shall sign this Resolution, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**Section 8**. Effective Date. This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** this 21st day of July, 2026.

_____
Lula Davis-Holmes, Mayor

**ATTEST:**

_____
Dr. Khaleah K. Bradshaw, City Clerk

**APPROVED AS TO FORM:**

_____
Sunny K. Soltani, City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )
CITY OF CARSON )

I, Dr. Khaleah K. Bradshaw, City Clerk of the City Of Carson, California, hereby attest to and certify that the forgoing Resolution, being Resolution No. 26-___, was duly and regularly adopted by the City Council of Carson at its meeting held the 21st day of July, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

**EXHIBIT "A"**

**CERTIFICATE OF THE CANVASS OF THE ELECTION RETURNS AND STATEMENT OF VOTES CAST**

Los Angeles County Registrar-Recorder/County Clerk

# CERTIFICATE OF THE CANVASS

## OF THE ELECTION RETURNS

**I, DEAN C. LOGAN,** Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

*Carson City*

**at the Statewide Direct Primary Election, held on the 2nd day of June, 2026.**

**I FURTHER CERTIFY** that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of June 2026.

Dean C. Logan

**DEAN C. LOGAN**
**Registrar-Recorder/County Clerk**
**County of Los Angeles**

CITY OF CARSON SPECIAL MUNICIPAL ELECTION - MEASURE FW

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

| Location | Registration | Ballots Cast | YES | NO |
|---|---|---|---|---|
| CARSON - 1030003A | | 189 | 115 | 68 |
| VOTE BY MAIL SERIAL 0101 | | 610 | 276 | 301 |
| TOTAL | 2,547 | 799 | 391 | 369 |
| CARSON - 1030008B* | | 0 | 0 | 0 |
| VOTE BY MAIL SERIAL 6077 | | 0 | 0 | 0 |
| TOTAL | 1 | 0 | 0 | 0 |
| CARSON - 1030010A | | 273 | 131 | 133 |
| VOTE BY MAIL SERIAL 0102 | | 1,561 | 561 | 935 |
| TOTAL | 3,847 | 1,834 | 692 | 1,068 |
| CARSON - 1030013A | | 261 | 144 | 94 |
| VOTE BY MAIL SERIAL 0103 | | 1,187 | 552 | 572 |
| TOTAL | 4,430 | 1,448 | 696 | 666 |
| CARSON - 1030014A | | 365 | 168 | 176 |
| VOTE BY MAIL SERIAL 0104 | | 1,585 | 633 | 897 |
| TOTAL | 4,521 | 1,950 | 801 | 1,073 |
| CARSON - 1030027A | | 247 | 139 | 94 |
| VOTE BY MAIL SERIAL 0105 | | 1,202 | 568 | 565 |
| TOTAL | 4,682 | 1,449 | 707 | 659 |
| CARSON - 1030039A | | 227 | 154 | 60 |
| VOTE BY MAIL SERIAL 0106 | | 1,124 | 457 | 603 |
| TOTAL | 4,244 | 1,351 | 611 | 663 |
| CARSON - 1030043A | | 187 | 97 | 82 |
| VOTE BY MAIL SERIAL 0107 | | 977 | 410 | 506 |
| TOTAL | 3,681 | 1,164 | 507 | 588 |
| CARSON - 1030044A | | 234 | 121 | 101 |
| VOTE BY MAIL SERIAL 0108 | | 1,068 | 457 | 556 |
| TOTAL | 3,947 | 1,302 | 578 | 657 |
| CARSON - 1030048A | | 182 | 93 | 79 |
| VOTE BY MAIL SERIAL 0109 | | 687 | 274 | 377 |
| TOTAL | 2,835 | 869 | 367 | 456 |
| CARSON - 1030053A | | 304 | 140 | 153 |
| VOTE BY MAIL SERIAL 0110 | | 1,469 | 592 | 817 |
| TOTAL | 3,870 | 1,773 | 732 | 970 |
| CARSON - 1030058A | | 219 | 123 | 85 |
| VOTE BY MAIL SERIAL 0111 | | 954 | 447 | 454 |
| TOTAL | 4,021 | 1,173 | 570 | 539 |
| CARSON - 1030062A | | 160 | 84 | 63 |
| VOTE BY MAIL SERIAL 0112 | | 869 | 422 | 400 |
| TOTAL | 3,105 | 1,029 | 506 | 463 |
| CARSON - 1030071A | | 146 | 60 | 73 |
| VOTE BY MAIL SERIAL 0113 | | 884 | 389 | 449 |
| TOTAL | 3,025 | 1,030 | 449 | 522 |

CITY OF CARSON SPECIAL MUNICIPAL ELECTION - MEASURE FW

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

| Location | Registration | Ballots Cast | YES | NO |
|---|---|---|---|---|
| CARSON - 1030081A | | 168 | 84 | 80 |
| VOTE BY MAIL SERIAL 0114 | | 750 | 318 | 388 |
| TOTAL | 2,653 | 918 | 402 | 468 |
| CARSON - 1030083A | | 120 | 66 | 50 |
| VOTE BY MAIL SERIAL 0115 | | 375 | 152 | 209 |
| TOTAL | 2,333 | 495 | 218 | 259 |
| CARSON - 1030106A | | 261 | 132 | 116 |
| VOTE BY MAIL SERIAL 0116 | | 1,520 | 545 | 904 |
| TOTAL | 3,829 | 1,781 | 677 | 1,020 |
| CARSON - 1030110A* | | 44 | 17 | 27 |
| VOTE BY MAIL SERIAL 6078 | | 131 | 45 | 85 |
| TOTAL | 439 | 175 | 62 | 112 |
| CARSON - 1030112A | | 168 | 97 | 66 |
| VOTE BY MAIL SERIAL 0117 | | 920 | 400 | 467 |
| TOTAL | 3,761 | 1,088 | 497 | 533 |
| CARSON - 1030113A | | 150 | 90 | 54 |
| VOTE BY MAIL SERIAL 0118 | | 781 | 390 | 348 |
| TOTAL | 3,241 | 931 | 480 | 402 |
| CARSON - 1030122A* | | 9 | 4 | 5 |
| VOTE BY MAIL SERIAL 6079 | | 33 | 19 | 11 |
| TOTAL | 209 | 42 | 23 | 16 |
| BALLOT GROUP 328 - 9990328A^ | | 0 | 0 | 0 |
| VOTE BY MAIL SERIAL 8328 | | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 |
| BALLOT GROUP 329 - 9990329A^ | | 0 | 0 | 0 |
| VOTE BY MAIL SERIAL 8329 | | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 |
| BALLOT GROUP 372 - 9990372A^ | | 0 | 0 | 0 |
| VOTE BY MAIL SERIAL 8372 | | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 |

CITY OF CARSON SPECIAL MUNICIPAL ELECTION - MEASURE FW

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

| Location | Registration | Ballots Cast | YES | NO |
|---|---|---|---|---|
| PRECINCT TOTAL | | 3,914 | 2,059 | 1,659 |
| VBM TOTAL | | 18,687 | 7,907 | 9,844 |
| GRAND TOTAL | 65,221 | 22,601 | 9,966 | 11,503 |

CITY OF CARSON

701 East Carson Street

# Report to Honorable Mayor and City Council

Tuesday, July 21, 2026, 5:00 PM

ORDINANCE SECOND READING 26.

To: Honorable Mayor and City Council

From: Sunny Soltani, City Attorney, Aleshire & Wynder, LLP CMO Administration

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 23-2305, ADDING A NEW CHAPTER 13 (CRIMINAL INFORMATION REWARDS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR CITY OFFERS AND PAYMENT OF REWARDS FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON WHOSE WILLFUL MISCONDUCT RESULTS IN INJURY OR DEATH TO ANY PERSON (CITY COUNCIL)

## I. SUMMARY

This item is on the agenda at the recommendation of the City Attorney's Office and provides the City Council an opportunity to correct a technicality regarding an ordinance that was introduced and had second reading, but was never technically adopted because the approved recommendation for the item provided only that the City Council "conduct a Second Reading" and did not include the word "adopt." Additionally, there were certain municipal code chapter and section numbering typos and discrepancies explained below that have been corrected. This item is intended solely to correct these technical issues for the record and formalize adoption of the ordinance; it does not re-interpret, alter, or otherwise change the substance of the City Council's prior decision or the ordinance the City Council previously intended to approve.

On July 5, 2023, under Item No. 22 of the City Council Agenda, the City Council voted 5-0 to introduce Ordinance No. 23-2305. On July 18, 2023, the City Council conducted and approved a Second Reading of the ordinance; however, for the reason described above, the ordinance was never signed or codified. This item transmits a request for City Council to conduct a Second Reading of, and adopt, Ordinance No. 23-2305, attached as Exhibit 1.

As introduced in 2023, Ordinance No. 23-2305 would have added a new Chapter 12 (Criminal Information Rewards) to Article III (Public Safety) of the Carson Municipal Code (CMC), but was never formally adopted, signed or codified for the reasons outlined above. Subsequently, in 2024, the City Council adopted Ordinance Nos. 24-2409-U and 24-2410 (re: prohibiting interference with special events), which enacted their new municipal code provisions as Chapter 12 to Article III of the CMC, given that Chapter 12 (as the next available chapter in Article III) had not been occupied by Ordinance No. 23-2305. As a result of the intervening adoption of those ordinances and certain typographical section numbering errors contained in Ordinance No. 23-2305 as introduced, the chapter number and certain section numbers of Ordinance No. 23-2305 have been corrected so that the ordinance will now add a new Chapter 13 to Article III of the CMC. These changes constitute the correction of typographical or clerical errors rather than the making of an alteration within the meaning of Section 313(B) of the City Charter, and therefore do not require re-introduction of the ordinance.

## II. RECOMMENDATION

CONDUCT a Second Reading by title only and with full reading waived, and ADOPT Ordinance No. 23-2305, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING A NEW CHAPTER 13 (CRIMINAL INFORMATION REWARDS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR CITY OFFERS AND PAYMENT OF REWARDS FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON WHOSE WILLFUL MISCONDUCT RESULTS IN INJURY OR DEATH TO ANY PERSON".

## III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirements of the law.

## IV. BACKGROUND

At the July 5, 2023, Council Meeting, the City Council introduced Ordinance No. 23-2305, which as introduced would have added a new Chapter 12 entitled "Criminal Information Rewards" to Article III (Public Safety) of the Carson Municipal Code. The ordinance establishes procedures, rules and requirements applicable to City offers and payment of rewards for information leading to the apprehension and conviction of any person whose willful misconduct results in injury or death to any person, pursuant to the authority provided by California Government Code Section 53069.5.

On July 18, 2023, the City Council conducted and approved a Second Reading of the ordinance, but through inadvertence the ordinance was never technically adopted, and therefore was never signed or codified. As a result, the ordinance is now proposed for formal adoption, following a second reading for the proposed version containing the corrected municipal code chapter and section numbers, as outlined above, to reflect that the ordinance will add a new Chapter 13 to Article III of the CMC. These corrections constitute the correction of typographical or clerical errors rather than the making of an alteration within the meaning of Section 313(B) of the City Charter, and therefore do not require re-introduction of the ordinance. Adoption of the ordinance at this time will complete the legislative process that began in 2023 and allow for execution and codification of the ordinance.

## V. FISCAL IMPACT

There is no anticipated fiscal impact since this item pertains only to the second reading and adoption of the proposed ordinance. As detailed in the ordinance, the fiscal impact will depend on how many rewards are paid out in the future, which is unknowable at this time. As noted in the ordinance, the maximum allowable payment of City funds per reward would be $50,000, subject to any additional private donations.

## VI. EXHIBITS

1. Ordinance No. 23-2305 (proposed for Second Reading and Adoption)

**Attachments**

Ordinance No. 23-2305 (proposed for Second Reading and Adoption)

**ORDINANCE NO. 23-2305**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING A NEW CHAPTER 13 (CRIMINAL INFORMATION REWARDS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR CITY OFFERS AND PAYMENT OF REWARDS FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON WHOSE WILLFUL MISCONDUCT RESULTS IN INJURY OR DEATH TO ANY PERSON**

**WHEREAS**, California Government Code Section 53069.5 provides as follows:

"A local agency, as defined in [Government Code] Section 54951, may offer and pay a reward, the amount thereof to be determined by the local agency, for information leading to the determination of the identity of, and the apprehension of, any person whose willful misconduct results in injury or death to any person or who willfully damages or destroys any property.

Any person whose willful misconduct has resulted in injury or death to any student or any person employed by or performing volunteer services for a local agency or who has willfully damaged or destroyed any property of a local agency or any property of any other local agency or state or federal agency located within the boundaries of the local agency shall be liable for the amount of any reward paid pursuant to this section and if he is an unemancipated minor his parent or guardian shall also be liable for the amount."

**WHEREAS**, to better protect public health and safety in the City, the City Council desires and hereby intends to establish clear procedures, rules and requirements applicable to City offers and payment of rewards for information leading to the apprehension and conviction of any person whose willful misconduct results in injury or death to any person pursuant to California Government Code Section 53069.5; and

**WHEREAS,** on July 5, 2023, to that end, the City Council approved introduction and first reading of this Ordinance No. 23-2305 regarding criminal rewards, which as introduced would have added a new Chapter 12 (Criminal Information Rewards) to Article III (Public Safety) of the Carson Municipal Code (CMC). On July 18, 2023, the City Council conducted and approved a second reading of, but through inadvertence did not technically adopt, this ordinance, and therefore it was never signed; and

**WHEREAS,** subsequently, in 2024, the City Council adopted Ordinance No.'s 24-2409-U and 24-2410 prohibiting interference with special events, which added a new Chapter 12 to Article III of the CMC; and

**WHEREAS**, as a result of the intervening adoption of Ordinance No.'s 24-2409-U and 24-2410, and as a result of certain typographical errors that were contained in this ordinance as introduced on July 5, 2023, it has become necessary to correct the chapter number and certain

section numbers of the chapter/sections that are to be added to the CMC by this ordinance, to reflect that this ordinance will add a new Chapter 13 to Article III of the CMC. The necessary changes have been made in this ordinance and constitute the correction of typographical or clerical errors rather than the making of an alteration within the meaning of Section 313(B) of the City Charter, and therefore do not require re-introduction of this ordinance; and

**WHEREAS**, the City Council now sees fit and intends to adopt this ordinance;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS.** The foregoing recitals are true and correct, and are incorporated herein as findings of fact.

**SECTION 2. AMENDMENT.** A new Chapter 13 is hereby added to Article III (Public Safety) of the Carson Municipal Code, to read in its entirety as follows:

**CHAPTER 13 REWARD FOR INFORMATION ON CRIMES**

**31301 Authorization; Offer of Reward**

A. The City Council may authorize the offer by the City of a monetary reward for information leading to the apprehension and conviction of any person whose willful misconduct results in injury or death to any person.

B. An offer of reward may be approved or extended by the City Council by either resolution or motion, and shall, without limitation: (i) identify the specific incident that is the subject of the offer of reward; and (ii) specify the amount of the reward, subject to the limitations set forth in CMC 31302.

C. An offer of reward shall terminate by payment, revocation, or withdrawal thereof by the City Council by resolution or motion, or by expiration of any term or other applicable time period(s) established pursuant to the offer of reward and/or this Chapter.

**31302 Amount of Reward.** A reward may be offered in an amount up to a maximum of $25,000 in City funds, except that where the crime at issue was particularly heinous or it appears from the nature or circumstances of the crime at issue that the community is at great risk, or where the City Council is extending an offer of reward due to necessary information not having been provided following the initial offer of reward, the City Council may authorize a higher reward offer amount, not to exceed $50,000 in City funds. Private donations may be added to City funds to increase the size of any reward offer.

**31303 Publication of Notices.**

A. Notices of reward offers authorized or extended pursuant to CMC 31301 shall be promptly published by the City Clerk in at least one newspaper of general circulation in the City, and posted on the City's website. Such notices shall include, without limitation, notice of the period within which to provide information pursuant to CMC 31304 and the period within which to file claims for rewards pursuant to CMC 31306.

B. In the event an offer of reward has been terminated by revocation or withdrawal by the City Council prior to the term identified in the offer of reward or an approved extension thereof, notice of such termination shall be promptly published by the City Clerk in at least one newspaper of general circulation in the City, and posted on the City's website.

**31304 Period to Provide Information.** To be eligible for consideration to receive a monetary reward, the information must be submitted to the Los Angeles County Sheriff's Department's Carson Sheriff's Station (to the attention of the Captain thereof), with notice of such submittal provided to the City Clerk's office in a sealed envelope clearly marked "confidential," within ninety (90) days of the City Clerk's publication of the applicable offer of reward pursuant to CMC 31303, unless otherwise provided in the offer of reward or approved extension thereof. Information provided prior to an offer of reward being approved by the City Council is not eligible for consideration to receive a monetary reward. The City shall maintain in confidence, to the maximum extent permitted by law, the identification of any informant(s).

**31305 Information Received.** Information of whatever form or nature filed with, submitted to, or otherwise received by the City or any official, officer, employee, or agent of the City with respect to apprehension, identification, arrest and/or conviction of a person or persons, whether or not accompanied by a request, demand, or claim of any reward offered, shall be deemed to be filed, submitted, and received for informational purposes only and no claim of action or property right shall arise therefrom. The City Council may consider any such information as a factor in whatever deliberations it may undertake with respect to a particular offer of reward possibly affected thereby. Neither the filing or submittal of information, nor the receipt or consideration thereof by the City, shall establish any legal claim to, or right of recovery of, any reward offered by the City.

Information received by other than the Los Angeles County Sheriff's Department's Carson Sheriff's Station shall be immediately transmitted by the recipient to the Los Angeles County Sheriff's Department's Carson Sheriff's Station, and if applicable, to the City Clerk for record purposes and/or for attachment to the appropriate City Council agenda file. The City Clerk's office shall transmit to the Los Angeles Sheriff's Department's Carson Sheriff's Station, for its use and investigation, any information which the City Clerk's office receives in order that the Los Angeles Sheriff's Department's Carson Sheriff's Station may coordinate its activity with those law enforcement and governmental agencies legally charged with or responsible for investigation into and/or prosecution of an event which has become the basis of a City offer of reward.

**31306 Period to Submit Claim for Reward.** Claims for monetary rewards must be submitted, in writing, to the City Clerk's office within ninety (90) days after the conviction of the person or persons responsible for the crime, unless otherwise provided in the offer of reward or approved extension thereof.

**31307 Claim Procedure and Required Information.** All claims for monetary rewards shall be in writing in a sealed envelope clearly marked "confidential" and shall provide the following information: (i) name, address and telephone number of claimant(s); (ii) name, address and telephone number of the involved law enforcement agency and the law enforcement personnel to which information has been provided; and (iii) location of court in which and date upon which the conviction occurred. The City shall maintain in confidence, to the maximum extent permitted by law, the name, address and telephone number of any claimant(s).

**31308 Claim Review.** Claims for monetary rewards shall be reviewed by each of the following departments/offices: (1) City Manager's Office; (2) City Clerk's Office; (3) City Attorney's Office; and (4) Los Angeles County Sheriff's Department's Carson Sheriff's Station Captain or designee. Such review shall include a determination of whether the requirements of this Chapter and the applicable offer of reward have been met by the claimant, including whether the information that is the subject of the claim was tendered as more than a mere suspicion and was sufficient to provide for the subsequent apprehension and conviction of the person or persons responsible in whole or in part for that act which prompted the offer of reward. Following such review, the City Manager shall make a recommendation to the City Council with regard to amounts and distribution of the reward. The staff report to the City Council shall describe the subject incident and provide an overview of the results of the review conducted pursuant to this section. If necessary, other affected outside agencies may be consulted to determine the merit and validity of a claim.

**31309 City Council Determinations; Payment.**

A. All decisions with respect to the relevance or materiality of information received, whether or not utilized in establishing the apprehension and/or conviction of any one or more persons provides a basis for payment of a reward, shall be in the sole discretion of the City Council.

B. If the City Council determines that all applicable requirements of this Chapter and an applicable offer of reward have been met with respect to a claim, the City Council may approve the payment of a reward to the claimant, unless such person is excluded pursuant to CMC 31311, up to the amount specified in the applicable offer of reward. All determinations affecting, or dispositive of, offers of reward, including whether to pay any reward and the amount of any reward to be paid, shall be in the sole discretion of the City Council and shall be final. Payment of any reward pursuant to this Chapter shall require prior City Council approval by resolution or motion, which shall specify the applicable offer of reward, the amount(s) of the reward to be paid, and the person(s) to whom it shall be paid.

C. A payment of reward may be for a sum less than that which has been advertised in the notices pursuant to CMC 31303, and may be prorated with respect to the information received and/or with respect to the number of sources from which received, provided that no payment or aggregate of payments of City funds shall exceed the sum designated by the applicable offer of reward. The determination of what portion of a reward, if any, is to be paid to any one or more persons shall be in the sole discretion of the City Council.

**31310 Liability of Guilty Party or Parents.** Any person whose willful misconduct has resulted in injury or death to any student or any person employed by or performing volunteer services for the City shall be liable for the amount of any reward paid pursuant to this Chapter, and if such person is an unemancipated minor, such person's parent or guardian shall also be liable for the amount.

**31311 Persons Excluded from Receiving Reward.**

A. No reward shall be paid to a City official, officer or employee, a dependent thereof, or to a public officer or employee whose employment includes duties of law enforcement.

B. Rewards shall not be paid to persons who have already been compensated by their employer or in some other manner for the actions which are the basis of claiming the reward.

C. No person who was responsible for or involved in the misconduct which prompted the City's offer of a monetary reward shall be eligible to receive the reward.

D. No offer of reward shall be made to anyone who is acting as an agent for the suspect(s) or if suspect(s) will benefit from payment of such reward."

**SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 6. CERTIFICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

**PASSED, APPROVED**, and **ADOPTED** at a regular meeting of the City Council on this _____ day of _____, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney