AMENDED

CITY OF MONTEBELLO
ADJOURNED CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

WEDNESDAY, DECEMBER 21, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL/PUBLIC FINANCING AUTHORITY

David N. Torres, Mayor/Chairperson
Scarlet Peralta, Mayor Pro Tem/Vice Chairperson
Angie M. Jimenez, Councilmember/Member
Salvador Melendez, Councilmember/Member
Georgina Tamayo, Councilmember/Member

CITY MANAGER/EXECUTIVE DIRECTOR	CITY TREASURER	CITY ATTORNEY/AUTHORITY COUNSEL
René Bobadilla	David Matanga	Arnold M. Alvarez-Glasman

CITY CLERK/SECRETARY OF AUTHORITY
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Paul Espinosa
Director of Finance	Michael Solorza
Director of Human Resources	Nicholas Razo
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	James Enriquez
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	Adrianna Kendricks
Director of Public Affairs and Technology	Michael Chee

NOTICES

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council/Public Financing Authority Joint Regular Meeting ("Council"/"PFA") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 **72** 小时联系市书记员办公室

RULES OF DECORUM:
As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, 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. 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. No member of the audience shall willfully interrupt the orderly conduct at the meeting, this includes clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/PFA or who otherwise disrupts the orderly conduct of the Council/PFA's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council/PFA meetings, you may address the City Council/PFA in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@montebelloca.com, up until the day of the meeting, **Wednesday, December 21, 2022 by 3:00 p.m.** These comments will be submitted to all members of the City Council/PFA and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council/PFA. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council/PFA, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: Agendas, Minutes, and Videos.

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS
At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

REGULAR SESSION NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA CITY MANAGER

CEREMONIAL/PRESENTATIONS - NONE

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)
At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

1. PUBLIC HEARING TO APPROVE AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC.

NOTE: This Public Hearing will be continued to the City Council Meeting of January 25, 2023 or at a date thereafter as determined by the City Council.

RECOMMENDATION:

REGULAR BUSINESS - NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

2. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2457 AMENDING CHAPTER 2.14 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and adopt Ordinance No. 2457 Amending Chapter 2.14 of the Montebello Municipal Code Updating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business; and
2. Take such additional related action that may be desirable.

3. APPROVE PROFESSIONAL SERVICES AGREEMENT, NO. 4062, WITH ADVOCATE, INC. DBA NAVA PARTNERS INSURANCE SOLUTIONS, FOR THE EMPLOYEE BENEFITS INSURANCE BROKER SERVICES REQUEST FOR PROPOSAL, NO. 23-3

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Professional Services Agreement, No. 4062 with Advocate, Inc. dba Nava Partners Insurance Solutions to provide Employee Benefits Insurance Broker Services, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for an initial total not-to-exceed amount of One Hundred and Fifty Thousand Dollars ($150,000) for the three-year term; and
2. Authorize the City Manager and/or his designee to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello (City); and
3. Take such additional, related, action that may be desirable.

4. APPROVAL OF TASK ORDER NO. 2 AND NO. 3, UNDER MASTER RETAINER AGREEMENT NO. 3921, WITH TRANSTECH ENGINEER'S, INC. FOR BUILDING PLAN CHECK AND INSPECTION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Task Order No. 2 via an Engagement Letter Under Master Retainer Agreement No. 3921 with Transtech Engineers, Inc. for General Building Plan Check and Inspection Services for a not-to-exceed fee of $185,380 per year for staff augmentation and $352,000 per year for Plan Check services for a term of Two (2) years; and
2. Award Task Order No. 3 via an Engagement Letter Under Master Retainer Agreement No. 3921 with Transtech Engineers, Inc. for Building Inspection Services for the Metro Heights and Other Large Projects for a not-to-exceed fee of $210,000 for One (1) year; and
3. Authorize the City Manager to execute the agreements, on behalf of the City; and
4. Take such additional, related, action that may be desirable.

5. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-6) FOR A MASTER DEVELOPER TO PREPARE AND IMPLEMENT A STRATEGIC MASTER PLAN FOR THE MONTEBELLO GOLF COURSE COMPLEX

RECOMMENDATION: It is recommended that the City Council:

1. Approve Issuing a Request for Proposals ("RFP") for a qualified Master Developer to prepare and implement a strategic master plan for the Montebello Golf Course Complex and authorize solicitation of proposals; and
2. Take such additional, related action that may be desirable.

6. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-5) FOR RECREATION GUIDE PRODUCTION

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals No. 23-5 (RFP) for the production, digital hosting, and printing of a Montebello Recreation Guide; and
2. Take such additional, related, action that may be desirable.

7. AMENDMENT TO FISCAL YEAR 2022-23 RECREATION AND COMMUNITY SERVICES DEPARTMENT GRANT BUDGET

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2022-23 Recreation and Community Services Grant Budget by increasing appropriations by $27,916 in Account No. 265-70-740-6040.10 (Grants, Parks and Recreation, Prop 68 Per Capita Fund, Other Contract Services); by $107,166 in Account No. 265-7000-2013-025-6040.60 (Grants, City Parks, City Park Facilities, Building Maintenance/Repairs); and by $261,261 in Account No. 221-70-720-6040.60 (Measure A, Parks Maintenance, Building Maintenance/Repairs); and
2. Take such additional, related actions that may be desirable.

8. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4056 WITH ORANGE COAST PETROLEUM EQUIPMENT, INC. FOR THE MAINTENANCE HOSE REELS REPLACEMENT, REQUEST FOR PROPOSAL NO. 23-2

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Professional Services Agreement, No. 4056 with Orange Coast Petroleum Equipment, Inc. (Orange Coast Petroleum), for a total not-to-exceed amount of $90,011, for Maintenance Hose Reels Replacement (response to Request for Proposal No. 23-2); and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

9. APPROVE REVISIONS TO THE CITY OF MONTEBELLO ADMINISTRATIVE POLICY V-B-38.02 – FEDERAL DRUG AND ALCOHOL REGULATIONS (FTA), TO UPDATE ADMINISTRATIVE PERSONNEL, TITLES, AND FUNCTIONS

RECOMMENDATION: It is recommended that the City Council:

1. Approve revisions to the City of Montebello Administrative Policy V-B-38.02 – Federal Drug and Alcohol Regulations (FTA) (Administrative Policy V-B-38.02), to update administrative personnel, titles, and functions; and
2. Take such additional, related, action that may be desirable.

10. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NOS. 4057 AND 4058 WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC, AND MOHAWK COMMERCIAL, INC., TO

PURCHASE AND INSTALL UPGRADED WORKSTATIONS AND FLOORING FOR THE TRANSPORTATION DEPARTMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Professional Services Agreement, No. 4057, with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors), utilizing the Sourcewell Cooperative Purchasing Program (Sourcewell) Contract No. 121919-TKN, to purchase and install upgraded workstations for the Transportation Department for a total not-to-exceed amount of $128,824; and
2. Approve a Professional Services Agreement, No. 4058, with Mohawk Commercial, Inc. (Mohawk), utilizing the California Multiple Award Schedules (CMAS) Contract No. 4-20-00-0085C, to purchase and install flooring for Transportation, for a total not-to-exceed amount of $49,099; and
3. Authorize the City Manager and/or their designee to approve change orders for up to ten percent (10%) of the total compensation amount for each proposed agreement; and
4. Take such additional, related, action that may be desirable.

11. ADOPT RESOLUTION NO. 22-92 APPROVING MONTEBELLO BUS LINES' 2022 TITLE VI PROGRAM INCLUDING THE LANGUAGE ASSISTANCE PLAN AND PUBLIC PARTICIPATION PLAN, THE DISPARATE IMPACT POLICY AND DISPROPORTIONATE BURDEN POLICY, AND THE TRANSIT SERVICE MONITORING RESULTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 22-92 approving Montebello Bus Lines' 2022 Title VI Program, including the Language Assistance Plan and the Public Participation Plan; and
2. Approve the Disparate Impact Policy and Disproportionate Burden Policy, as defined within the 2022 Title VI Program; and
3. Approve the Transit Service Monitoring Results, included within the 2022 Title VI Program; and
4. Take such additional, related, action that may be desirable.

12. APPROVE RECEIPT OF AN AWARD FROM THE CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC) ENCAMPMENT RESOLUTION GRANT PROGRAM FISCAL YEAR 2022-23 AND 2023-2024 AND APPROPRIATE GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the appropriation of $1,168,774 awarded to the City by the California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Grant Program; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by $1,168,774 in Expense Account No. 267-85-859-6040.10 and $1,168,774 in Revenue Account No. 267-99-4198.40 (Cal-ICH) - Encampment Resolution Funding Grant Fund, Fire, Cal-ICH - Encampment Resolution Funding, Other Contract Services and Miscellaneous Grants - Cal-ICH Encampment Resolution Funding; and
3. Authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and State of California Business, Consumer Services and Housing Agency (BCSH) to receive $1,168,774 in funding for the Encampment Resolution Funding Program; and
4. Authorize the City Manager to enter into a sole-source contract with Beverly Hospital for the purpose of the demonstration project to provide emergency room case management homeless services in an amount not-to-exceed $150,000 for the grant term of two years; and
5. Take such additional, related action that may be desirable.

13. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4055 WITH URBAN FUTURES, INC. TO PROVIDE CONTINUING DISCLOSURE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4055 with Urban Futures, Inc. (Urban Futures, Inc.) in an amount not to exceed $99,600 ($33,200 annually) over an initial three (3) year term; and

2. Take any additional actions necessary to effectuate the procurement of services.

14. UPDATE ON SALE OF CITY'S WATER SYSTEM TO SAN GABRIEL VALLEY WATER COMPANY

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this update on the sale of the City's water system to San Gabriel Valley Water Company (SGVWC).

15. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-95 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED DECEMBER 21, 2022

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 22-95 approving the Warrant Register dated December 21, 2022.

16. AMENDMENT OF AGREEMENT NO'S. 893, 3213, AND 3323 RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated hotel business entities in substantially the form as presented; and
2. Take such additional, related, action that may be desirable.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL ORALS

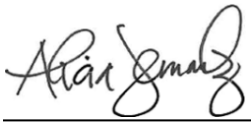
Council member announcements; requests for future agenda items; conference/meetings reports.

- **David N. Torres, Mayor**
- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on January 11, 2023 at 5:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Thursday, December 15, 2022 by 5:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

ITEM # 2

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Arnold Glasman, City Attorney, Alicia Fernandez, Senior Deputy City Clerk

SUBJECT: **WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2457 AMENDING CHAPTER 2.14 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive Second Reading and adopt Ordinance No. 2457 Amending Chapter 2.14 of the Montebello Municipal Code Updating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business; and
2. Take such additional related action that may be desirable.

FISCAL IMPACT:

No direct financial impacts are foreseen as a consequence of updating the Council Rules of Order and Procedure.

BACKGROUND/DISCUSSION:

The rules establishing procedures to address the City Council and standards of decorum were approved in 1989 by adoption of Resolution No. 89-70. Subsequently, Resolution No. 06-22 was adopted to amend the rules addressing the procedures for addressing the City Council and standards of decorum, and to include additional rules such as the order

of business, public participation, and City Council oral reports. In 2011, the rules were amended once again to clarify City Council oral communications.

On October 27, 2021, the City Council adopted Ordinance No. 2443 and rescinded Resolution No.'s 89-70, 06-22, 11-89 and 19-124 to consolidate and update the rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, and business. Ordinance No. 2443 maximized the efficiency of City Council meetings and provided general policies and rules pertaining to the operations of the City Council meetings. The most significant changes were establishing a new meeting start time, amending the dark meetings, establishing general meeting requirements, establishing procedures for the conduct of meetings and a proposed meeting length. This proposed Ordinance includes a number of suggested updates which would enhance the clarity of the rules including public comment and Council oral rules, incorporate existing practices, provide uniformity in protocol standards, and establish new protocol standards in accordance with Senate Bill 1100 ("SB 1100").

This Ordinance will set forth the requirements for a quorum and voting for the temporary seven-member legislative body that will be in existence as a result of the 2022 municipal election until members elected from Districts 2 and 4 take their oath of office as a result of the November 2024 election.

Senate Bill 1100 ("SB 1100") was signed into law in August of 2022 and authorizes the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting a City Council or Successor Agency meeting. "Disrupting" means engaging in behavior during a meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes but is not limited to, one of the following: (a) a failure to comply with reasonable and lawful regulations adopted by the legislative body, or (b) engaging in behavior that constitutes use of force or a true threat of force. Prior to removing an individual, the presiding officer or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. However, removal of an individual for engaging in behavior that constitutes use of force or a true threat of force does not require any warning from the presiding officer.

The purpose of SB 1100 is to give the legislative body clear authorization to restore order to meetings in the event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public.

In addition, as a result of further research, there are certain rules for public participation established by the Fair Political Practices Commission (FPPC) which are stricter than those set forth in the attached Ordinance. The FPPC policy is attached for your reference for the City Council to evaluate and to provide guidance on whether or not to incorporate certain provisions established by the FPPC.

On November 16, 2022, the City Council introduced and waived the first reading of

Ordinance No. 2457.

ENVIRONMENTAL:

There is no environmental impact.

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council waive the second reading of Ordinance No. 2457 and adopt the proposed Ordinance No. 2457. Once the proposed Ordinance is adopted, Staff will continue to work towards creating a comprehensive handbook that will serve as a reference guide for current City Council and future members. Staff will also work on Rules of Order and Procedure for the conduct of all Commission and Committee meetings, proceedings, and business in the near future.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2457 Amending Rules of Order
2. Attachment B - FPPC Public Comment Rules

NEXT STEPS:
N/A

ORDINANCE NO. 2457

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING OF CHAPTER 2.14, OF THE CITY OF MONTEBELLO MUNICIPAL CODE UPDATING THE RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, BUSINESS

RECITALS

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 19-124, canceled on an annual basis City Council meetings on the First week of July and the second meetings of November and December to honor future summer vacations and holiday schedules; and

WHEREAS, so that there is consistency across the conduct of all City-related business, ~~certain~~ such rules should apply city-wide to the Council/Agency and joint meetings.

WHEREAS, Ordinance No. 2443 was passed and approved by the City Council of the City of Montebello ("City Council") on October 27, 2021, rescinding Resolution No.'s 89-70, 06-22,11-89, and 19-124 to consolidate and update the rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, and business.

WHEREAS, Senate Bill 1100 ("SB 1100") was signed into law in August of 2022 and authorizes the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting a City Council or Successor Agency meeting; and

WHEREAS, the purpose of SB 1100 is to give the legislative body clear authorization to restore order to meetings in the event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public; and

WHEREAS, the City Council desires to amend the Montebello Municipal Code to update the rules of conduct for the City Council and Successor Agency meetings.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City Council for the City of Montebello finds and declares the foregoing true and correct, and incorporates said recitals fully into this Ordinance.

SECTION 2. Chapter 2.14 "City Council/Agency Meeting Rules of Order" is hereby amended to read as follows (deletions in strikethrough and additions in double underline):

Chapter 2.14 – CITY COUNCIL/AGENCY MEETING RULES OF ORDER

2.14.010 - Meetings Open to the Public.

The Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

2.14.020 - City Council/Agency Meetings and Agenda Materials.

A. Regular Meetings. Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. Regular meeting agendas shall be posted on the City's website and at City Hall no later than 72 hours prior to the meeting. The City Council Closed Session will start at 5:00 p.m. The Agency Chairperson may recess the Agency meeting to take up City Council closed session items. The regular City Council/Successor Agency meeting will start immediately following the discussion of Closed Session items. Closed Session shall not exceed 1.5 hours. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council/Agency at a prior meeting.

B. Special Meetings. Special meetings are "Special" because the presiding officer or majority of the legislative body can call them on a minimum of 24 hours' notice, as authorized by the Brown Act. Special meetings need not be held at City Hall, as long as the alternate location is within the City. Special meeting agendas shall be posted on the City's website and at the meeting location, if located away from City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted materials. The Council/Agency makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

1. Study Sessions are meetings during which the Council/Agency receives information about Council/Agency business in an informal setting. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council/Agency on issues of significant interest, including but not limited to City/Agency policy matters, budget and financial matters zoning applications, major public works projects and other related topics. The Council/Agency may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council/Agency

consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council/Agency and public.

C. Broadcasting of Meetings. All regular Council/Agency meetings shall be live streamed on the City's website and broadcasted on the City's Government Access Channel (Channel 3) and will be video-recorded, unless the City/Agency is unable to do so due to unforeseen technical circumstances or circumstances beyond the City's/Agency's control.

D. Dark Meetings. The City Council/Agency regular meetings shall go dark four (4) times throughout the year. The regular meetings that will not be held are the first and second meetings of July, and the second meetings of November and December.

E. Agenda Materials. The City Clerk office shall post the agenda materials and supplemental agenda materials on the City's agenda website. The agenda packets are available for public inspection at the City's website. The agenda cover sheets may also be emailed upon written request.

2.14.030 - Order of Business.

The business of the City Council and Agency at regularly scheduled meetings shall be disposed of in the following order:

- City Council & Successor Agency - 5:00 p.m. Closed Session
- Call to Order
- Roll Call
- Announcement of Closed Session Items
- Public Comments *on Closed Session Items (Limited to 30 minutes)*
- Closed Session
- City Council & Successor Agency – Regular Session starts no later than 6:00 p.m. following Closed Session
- Closed Session Report (If there is no Closed Session, the meeting will start no later than 6:00 p.m.) Invocation
- Pledge of Allegiance
- Corrections to the Agenda
- Ceremonial Items/Presentations
- Public Comments on Non-Agenda and Agenda Items (Limited to 30 minutes and each speaker will have 3 minutes total for all items requested to speak on by each speaker. All other comments which exceed the 30 minutes will be entered into the record and distributed to the City Council.)
- Staff Communications on Items of Community Interest
- Public Hearing
- Old Business
- Regular Business
- Consent Calendar (Routine Matters)
- AB 1234 Travel Reports

- Council/Agency Orals
- Adjournment

2.14.040 - General Requirements.

A. Attendance. Council/Agency Members, the City Clerk, City Attorney, and City Manager, along with any other city officers and department heads that have been requested to be present, shall take their regular stations in the Council chamber prior to the start of any meeting, except during recognized absences. The Council/Agency expects its members to attend regularly and notify the City Clerk, Deputy City Clerk, Assistant City Manager, or City Manager of any planned absences at least two (2) hours prior to the start of any meeting. Notification shall be made via formal written and/or email notice, or confirmed verbally.

B. Quorum. In a five-member body, three (3) members of the Council/Agency shall constitute a quorum and shall be sufficient to transact business. If less than three Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the Council/Agency may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive three (3) affirmative votes for approval (see Section ~~6~~2.14.040. General Requirements, H. “Voting Procedures”).

When the November 2022 election results are certified and elected officials are sworn into office, the temporary seven-member legislative body established by Section 2.08.050(G) shall require four members of the Council/Agency to constitute a quorum and that shall be sufficient to transact business. If less than four Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Sr. Deputy City Clerk, shall adjourn the meeting to a stated day and hour. Business of the Council/Agency may be conducted with a minimum of four members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive four affirmative votes for approval (see Section 62.14.040. General Requirements, H. “Voting Procedures”) or more affirmative votes if otherwise established by law, ordinance, or contract. This paragraph will sunset on the date that the members elected from Districts 2 and 4 take their oath of office as a result of the election occurring in November 2024, reverting the legislative body from

seven members to five members, but shall not affect the required votes as otherwise established by law, ordinance or contract.

C. Teleconference Attendance of Council/Agency Members at Meetings. The Council/Agency complies with the specific requirements relating to teleconferencing provisions per the Brown Act and shall apply to Council/Agency members. "Teleconference" is defined as a "meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both". Requests by Council/Agency members to attend a meeting via telephonic appearance are actively discouraged. In addition, at least a quorum of the Council/Agency must participate from a location within the City (Government Code Section 54953(b)(3)).

If these two threshold requirements are met, the Council/Agency member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.

2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

3. The teleconference technology used is open and fully accessible to all members of the public to participate, including those with disabilities.

4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council/Agency from the remote location that they would if they were present in Council Chambers.

5. The teleconference location must not require an admission fee or any payment for attendance.

6. All votes must be by roll call.

7. If the meeting will include a closed session, the Council/Agency member must also ensure that there is a private location available for that portion of the meeting.

D. Approved Teleconference Guidelines for Council/Agency Members Include:

1. Three days written notice in advance of the publication of the agenda must be given by the Council/Agency member to the City Clerk's office; the notice

must include the address at which the teleconferenced meeting will occur, the address the Council/Agency packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. If cellular telephones are used to participate in teleconferenced meetings, Council/Agency members need to ensure the speaker phone option is functioning.

2. The Council/Agency member is responsible for posting the Council/Agency agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council/Agency member requests; however, it is the Council/Agency member's responsibility to ensure that the agenda arrives and is posted. If the Council/Agency member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.

3. The Council/Agency member must ensure that the location will be publicly accessible while the meeting is in progress.

4. The Council/Agency member must state at the beginning of the meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

E. Closed Sessions. Closed sessions are the only type of agenda item that the public cannot observe, however, public comment is permitted prior to the City Council recessing into closed session. State law allows closed sessions to discuss pending litigation, employment matters, real estate negotiations, and certain other matters as authorized by the Brown Act. To the greatest extent possible, the City Attorney and City Clerk shall use standardized agenda descriptions that are consistent with Government Code Section 54954.5. Closed sessions will be scheduled at the beginning of Council/Agency meetings to the extent possible and appropriate.

1. State law requires the Council/Agency to make a public report after a closed session when certain kinds of actions are taken.

2. The City Manager and City Attorney, and/or their designees, shall attend closed sessions unless it is necessary to excuse them. Only such additional staff shall attend as are necessary and then only if the legal privileges of confidentiality obtained in an executive session are not waived.

3. No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with state law.

4. No person in attendance at a closed session may disclose the substance or effect (e.g., statements, discussions, etc.) of any matter discussed during the session; all matters are strictly confidential.

5. No person in attendance at a closed session may disclose or share any documents/materials used during the session, printed or digital materials. Documents/materials may include, but are not limited to: reports; memos/letters; any information related to employee matters or litigations.

6. Council/Agency may be asked to return all written materials distributed during closed session.

7. Any breach of releasing confidential information by any Council/Agency member may result in revoking or suspending the member's right to receive further confidential information or other remedies as authorized by law.

F. Ceremonial Items/Presentation: Items presented during this item are limited to: community and Council/Agency presentations, proclamations, certificates of recognition, awards, and guest introductions. "Ceremonial Items/Presentations" shall be limited to 20 minutes. All presentations and exhibits are encouraged to be submitted in advance.

Nationally Recognized Health and Heritage months will also be acknowledged during this item. The list of approved nationally recognized health and heritage months are hereby attached as "Exhibit A". The approved list is subject to change based upon approval, removal, or amendment by Resolution or Consensus of the City Council.

Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations or events residing in, or occurring within the greater Montebello City area. Proclamations are ceremonial and do not carry any legislative or legal value. The Mayor/Chairperson, without formal action of the Council/Agency, may issue proclamations (requests must be made on an annual basis). A Proclamation/Certificate Form, attached as "Exhibit B" (Exhibit B is subject to change based upon approval, removal, or amendment by Resolution or Consensus of the City Council), must be completed and submitted to the City Clerk's office by the Mayor/Chairperson for all Proclamation requests *at least two weeks in advance*. This allows the Public Affairs office to process based on eligibility requirements. Proclamations must also be formally accepted by a recipient of the non-profit organization. The primary reasons for issuance include:

1. Recognition of an organization's event or special action.
2. Recognition of a national or state non-profit event that coincides with a local event.
3. Significant historical commemorations.
4. Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

1. Events or organization with no direct relationship to the City of Montebello.
2. Campaigns or events contrary to city policies.

3. The request is for commercial/for-profit purposes.
4. The request conflicts with federally recognized months, weeks or days of observance.

Certificate of Recognition (COR) are issued to recognize special events, significant achievements, organizations, businesses, or individuals residing and/or located within the Montebello City area. The Mayor/Chairperson, Council/Agency members, City Staff, may issue Certificates of Recognition. A Proclamation/Certificate Request Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson or Council/Agency member for all COR requests *at least two weeks in advance*. The primary reasons for issuance include:

1. Retirement – the person must have been employed with their current employer for 25 years or more.
2. Birthday – the person must be at least 80 years of age.
3. Wedding, church, or pastoral anniversary – 25 years or more.
4. Significant education/life achievement.
5. Exemplary service or significant contributions by an organization, business, or individual to the City.
6. New business openings *only* at the request of the City of Montebello Chamber's Office.
7. Approved Nationally Recognized Health & Heritage months.

Additional Details:

1. City Clerk staff shall distribute proclamations/certificates of recognition in between each presentation, at the end of the presentations, or can be picked up the next business day.
2. The Council/Agency will be available for pictures.

G. Preparation of Minutes. City Clerk staff shall prepare "Action Minutes" of all public meetings of the City Council/Successor Agency. Action Minutes include very little narrative, if any, only motions and votes shown in the record. Staff shall prepare Summary Minutes for Public Hearing items.

H. Voting Procedures. On the consideration of every motion, the vote shall be taken by consensus vote ("all those in favor signify by saying 'aye' those opposed say 'no', any abstentions.) or roll call or electronic device and entered in full upon the record. A simple majority vote of those in attendance, unless a full majority of the entire body is otherwise required by law (i.e. ordinances or resolutions), is needed to pass a motion as per Rosenberg's Rules (e.g., in a five-member body, if the vote is three in favor and two opposed, the motion passes). As per Rosenberg's Rules or as required by law, a super majority (two-thirds majority) vote is needed when applicable.

Every non-urgency Ordinance and any Resolution or order for franchises or payments of money shall require three (3) affirmative votes. An urgency Ordinance and certain resolutions shall require four (4) affirmative votes (e.g., adding matters to the agenda,

Resolution of Necessity). A roll call vote shall be used in these cases with the Mayor/Chairperson called last.

Unless a Council/Agency member audibly votes in the affirmative, disqualifies himself or herself, or expressly declines to vote, his or her silence or any abstention shall be recorded as a vote in concurrence with the majority vote of those voting on the matter before the Council/Agency.

Council/Agency members may change their votes before the next item on the agenda is called or before adjournment of the meeting in which the vote is cast. It is the responsibility of every Council/Agency member to vote unless disqualified for cause accepted by the Council/Agency or by opinion of the City Attorney. No Council/Agency member can be compelled to vote.

Council/Agency members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior hearing and they were unable to view the prior meeting before the current meeting.

A Council/Agency Member who disqualifies him or herself pursuant to the Political Reform Act of 1974 because of any financial interest and/or conflict of interest shall disclose the nature of the conflict and may not participate in the discussion or the vote. A Council/Agency Member may otherwise disqualify him or herself due to personal bias or the appearance of impropriety. A Council/Agency member who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais. A Council/Agency member stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion (e.g., in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated). Before a motion is made on the next item on the agenda, any member of the Council/Agency may make a motion to continue the matter to another date. Any continuance hereunder shall suspend the running or calculation of any time in which action of the Council/Agency is required by law. Nothing herein shall be construed to prevent any Council/Agency member from agendizing a matter that resulted in a tie vote for a subsequent meeting.

I. <u>One-Hour Rule</u>. Respect the “One Hour” Rule for Staff Work. Requests for staff support should be made to the City Manager, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response and/or will cost $1,000 or more, will need to be approved in advance by the full Council/Agency to ensure that staff resources are allocated in accordance with overall Council/Agency priorities. Once notified that a request for information or staff support would require more than one hour and/or will cost $1,000 or more, the Council/Agency member may request that the City Manager place the request on an upcoming Council/Agency agenda.

J. Confidentiality. No Council/Agency member or public employee shall, except as required in the performance of his duties, or in the course of any conduct reasonably believed to be in the performance of his duties, disclose confidential information gained by reason of his official position, nor shall he otherwise use the information for his personal interest. Confidential information shall include any information/materials declared as confidential by City Attorney and/or City Staff.

K. Use of Electronic Communication Devices on the Dais. The Council's use of *personal* electronic communication devices, including but not limited to cell phones, smartphones, computers/laptops, and tablets are prohibited during a City Council meeting. The use of these devices may lead to the public's perception that a Councilmember is not paying attention to the subject matter at hand, or that a Councilmember is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either one of which is inimical to good government and transparency. Therefore, the Council's use of electronic communication devices (including cell phones), other than for the purpose of accessing agenda materials that are on a Councilmember's City I-pad or lap top computer, is prohibited during Council meetings.

2.14.050 - Public Comments.

~~Every~~ Regular City Council and Agency Agendas shall contain two (2) Public Comments periods, with the exception of Special Meetings which shall contain one (1) Public Comment period. ~~on non-agenda items and agenda items in substantially the following form:~~ Please note that the Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may limit or extend time for public comment as he/she may find reasonable under the circumstances. In addition, Council/Agency members shall not enter into debate or discussion with speakers during a Public Comment period.

A. Regular City Council/Agency Meetings. Meetings shall contain two 30-minute Public Comment periods; one on Closed Session Items and the other on Non-Agenda Items and Agenda Items in substantially the following form:

1. *Closed Session Items*: public comment for matters listed under Closed Session will be allowed during the "*Public Comments on Closed Session Items"* section of the meeting.

    a. Speakers may not cede their time to other speakers.
    b. The maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person.
    c. "*Public Comments on Closed Session Items"* is limited to 30-minutes total.

2. *Non-Agenda and Agenda Items*: public comment for matters *not* on the agenda (non-agenda items) and matters listed *on* the agenda will be allowed ~~shall be limited to matters within the subject matter jurisdiction of~~

~~the body (at regular meetings only). Anyone wishing to address the city council/successor agency may do so~~ during the *"Public Comments on Non-Agenda Items and Agenda Items"* ~~period~~ section of the meeting.

a. Public comment for matters non-agenda items shall be limited to matters within the subject matter jurisdiction of the body.
b. Public comment on matters on the agenda will be allowed only for items of business to be discussed by the body.
c. Speakers may not cede their time to other speakers.
d. The maximum time allotted for members of the public to speak on both Non-Agenda *and* Agenda Items shall not exceed three (3) minutes per person.
e. "*Public Comments on Non-Agenda Items and Agenda Items"* is limited to 30-minutes total.
f. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member for discussion.

B. Special City Council/Agency Meetings. Meetings shall contain one (1) 30-minute Public Comment period to address only items listed on the agenda in substantially the following form:

1. *Agenda Items Only*: the general public may *only* address the City Council/Agency on items which have been described and listed on the agenda.

a. Speakers may not cede their time to other speakers.
b. The maximum time allotted for members of the public to speak on Agenda Items shall not exceed three (3) minutes per person.
c. "*Public Comments on Agenda Items Only"* is limited to 30-minutes total.

~~B. Agenda Items. Public comment on matters *on* the agenda will be allowed only for items of business to be discussed by the body. Those wishing to address the City Council/ Agency on an item listed on the agenda may do so during the "Public Comments on Non-Agenda Items and Agenda Items" period. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member.~~

C. Speaker Cards. Members of the public that are interested in making public comments on both Non-Agenda and Agenda Items, must complete a Speaker Card and submit it to City Clerk staff prior to the beginning of the meeting of 5:00 p.m. for live meetings, *or* in accordance with Assembly Bill 361 for video/audio meetings. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. The public will be called upon during the Council/Agency meeting – Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m., following Closed Session. If there is no Closed Session, the meeting ~~will~~ may start at 5:00 p.m., but no later than 6:00 p.m. Members of the public must be present until the item for consideration is heard. Any

requests to provide public comment which are submitted after the deadlines indicated above will not be addressed at the Council/Agency meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting. Please note that although it is recommended, speaker cards are not required to be filled-out for Public Hearings.

D. Written Comments. Members of the public that are interested in submitting written comments may do so via electronic mail at: ccpubliccomment@cityofmontebello.com. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. Written comments may not be read aloud and will be included as part of the meeting minutes, *or* in accordance with Assembly Bill 361 for video/audio meetings.

E. Time Limits. Each Public Comment~~s~~ period is limited to 30~~thirty~~ minutes. State Law prohibits the Council/Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak ~~on both Non-Agenda and Agenda Item~~ during the Public Comment period(s) shall not exceed three (3) minutes per person. The Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may reduce, limit or extend time for public comment as he/she may find reasonable under the circumstances. Speakers may not cede their time to other speakers.

2.14.060 - Procedure for the Conduct of City Council/Agency Meetings.

A. Role of Mayor/Chairperson. The Mayor/Chairperson shall be the Presiding Officer at all meetings of the Council/Agency, and be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor/Chairperson to ensure that the rules of operation and decorum contained herein are observed. The Mayor/Chairperson shall maintain control of communication between Council/Agency members and among staff and public.

B. Communication with Council/Agency Members. Council/Agency members shall request the floor from the Mayor/Chairperson before speaking. When one member of the Council/Agency has the floor and is speaking, other Council/Agency members shall not interrupt or otherwise disturb the speaker.

C. Communication with Members of the Public Addressing the Council/Agency. The Mayor/Chairperson shall open the floor for public comment/inquiries as appropriate. Council/Agency members may question a person addressing the Council/Agency at the conclusion of the person's comments or upon expiration of the person's time to speak. However, the Council/Agency should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Manager or staff for a brief response,

further review and/ or further action, if appropriate. Alternatively, the Council/Agency may request the issue be agendized for discussion at a future Council/Agency meeting.

D. Members of the Audience.

1. All comments from the audience during Public Comments must be addressed to the Council/Agency as a body. It is the duty and responsibility of the Mayor to oversee and ensure the orderly conduct of the meeting.

2. *Willful Interruption*: No member of the audience shall willfully interrupt the orderly conduct at the meeting. In accordance with Government Code section 54957.9, the presiding officer may order the meeting room cleared and continue in session in the event that a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of such individuals. Only matters appearing on the agenda may be considered in such a session. ~~The presiding officer shall direct the removal of any individual whose willful interruption or who fails to adhere to the Council meeting rules and who renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the president officer may order the meeting room cleared and continue in session. Media representatives shall be allowed to remain at the meeting except those representatives of whose willful conduct interrupted the meeting.~~

3. *Disruptive or Threatening Behavior*: Pursuant to Government Code section 54957.95, the presiding officer or their designee may remove, or cause the removal of, an individual for disrupting the meeting. The presiding officer or their designee may then remove the individual if they do not promptly cease their disruptive behavior. "Disrupting" means engaging in behavior during a meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes but is not limited to, one of the following: (a) a failure to comply with reasonable and lawful regulations adopted by the legislative body, or (b) engaging in behavior that constitutes use of force or a true threat of force. A "true threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. Prior to removing an individual, the presiding officer or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. However, removal of an individual for engaging in behavior that constitutes use of force or a true threat of force does not require any warning from the presiding officer.

E. Rules of Procedure**.** In all matters not otherwise provided for herein the proceedings for the body shall be governed under "Rosenberg's Rules of Order", the most current edition.

2.14.070 - Procedure for Addressing the City Council/Agency.

A. Specific Speaker Requirements. When a speaker is called, the speaker shall promptly approach the audience microphone and give his/her name in an audible tone of voice for the records. Failure to approach the audience microphone when called may preclude an opportunity to speak during that subject public comment period. A member of the public shall only address the body from the audience microphone, unless authorized by the Mayor/Chairperson to speak from another location. Members of the public shall direct all comments to the Mayor/Chairperson and the Council/Agency as a whole, and not to staff, individual members of the body, or the public. No questions shall be asked a Council or Agency or staff member except through the presiding officer. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are at the microphone during a meeting. Courtesy must be shown to others at all times.

The public does not need to be given an opportunity to speak on an item that has already been considered by a legislative body at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed.

There shall be only one (1) opportunity for each individual for public comment on the entire consent calendar. There shall be only one (1) opportunity for each individual for public comment on multiple items of business on the agenda. There shall be only one (1) opportunity for public comment on items that are taken up for consideration together. This excludes Public Hearings.

Any person making personal, impertinent or slanderous remarks about members of the body, staff, or the public, or who shall become boisterous or threatening or personally abusive of the body, staff or members of the public shall be asked by the Mayor/Chairperson to cease and desist such activity, and may be requested or required to leave the meeting in the event the behavior continues to disrupt the meeting proceedings (see Section ~~11~~2.14.090. Standards of Decorum).

B. Spokesperson for a Group. In order to expedite Council/Agency business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, spokespersons are subject to the same limits as other speakers.

C. Technology. Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, City consultants, applicants for a quasi-judicial approval, and appellant's quasi-judicial approval.

D. Recording. Any person may record a meeting unless the body finds that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

E. Public Hearings. Speakers wishing to address the Council/Agency on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Council/Agency on a public hearing item shall be heard after the public hearing is opened by the presiding officer, following the Staff report presentation.

1. Call for Ex Parte Contacts. The presiding officer shall inquire whether any member of the Council/Agency has had ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. Any member of the Council/Agency announcing an ex parte contact shall state for the record the nature and content of the contact. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.

2. Call for Abstentions. The presiding officer shall inquire whether any member of the Council/Agency must abstain from participating in the hearing due to a conflict of interest. Any member of the Council/Agency announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.

3. Time Limits. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to three (3) minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall be subject to the following time limits:

    a. Staff Presentation (15 minutes maximum)
    b. Applicant or affected party (7 minutes maximum)
    c. Those in support of Appellant's position (3 minutes per person, not to exceed 30 minutes
    d. Those in opposition to Appellant's position or other interested persons (3 minutes per person, not to exceed 30 minutes)
    e. Questions of Council/Agency members (No time limit)
    f. Rebuttal by applicant or affected party. The scope of rebuttal is limited to matters which were introduced during the hearing (5 minutes maximum)
    g. The presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Council/Agency. Extensions of time shall be granted in one (1) minute increments.

4. Limitations. The presiding officer may exclude or limit cumulative, repetitious, or immaterial matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or

have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the Council/Agency, may further limit the time and/or number of speakers at any public hearing; provided that the presiding officer shall announce any such restrictions ***prior*** to the commencement of the testimony.

5. Deliberations. At the end of public testimony and questions, the Council/Agency shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the Council/Agency shall have the opportunity to comment on or discuss testimony given during the public hearing.

6. Public Documents. Documents submitted to the City as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and must be disclosed if a public records request is submitted for the documents.

2.14.080 Council/Agency Orals and Action Items.

A. The purpose of Council/Agency Orals is to allow Council/Agency to make general comments as a reference to staff on factual matters of community concern; and provide updates or make brief announcements in a manner consistent with Government Code Section 54952.2.

B. All City Council/Agency requests for oral communications to be placed on an agenda shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All oral communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

C. ~~Each Council/Agency Orals will generally be limited to a total of 10 minutes in length.~~ Each Council/Agency member will be limited to a total of five (5) minutes in length to discuss all Council/Agency orals listed on the agenda, including requests for Council/Agency action items. The following guidelines apply to "Section 10. Council/Agency Orals and Action Items":

1. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda.

2. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda.
3. Any action item requests and/or major policy issues to be considered on a subsequent agenda must have a Simple Majority roll call vote of the Council/Agency.
4. Any request for Council/Agency action items shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.
5. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.

~~D. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.~~

~~E. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda. Any requests to be considered and/or major policy issues to be approved must have a Simple Majority roll call vote of the Council/Agency. To the extent possible, Council/Agency will confer with staff before raising matters under this agenda item. Any request for a Council action item shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.~~

~~F. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda. Council/Agency members should endeavor to complete their presentations in three (3) minutes or less. Council/Agency members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Council/Agency member shall be provided an opportunity to ask questions and comment on the request.~~

D.~~G.~~ An item may be placed on a future agenda of the City Council/Agency by any of the following methods:

1. By the Mayor/Chairperson, City Manager, City Attorney, or City Clerk.
2. By a Simple Majority roll call vote of the Council/Agency (see Section 2.14.040. General Requirements, H. "Voting Procedures ~~"Section 6.H. "Voting Procedures"~~)

All agenda items shall be placed on the agenda, and all agendas shall be prepared pursuant to the requirement of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

2.14.090 Standards of Decorum.

A. The Mayor/Chairperson shall be the presiding officer at Council/Agency meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Council/Agency or is redundant or repetitious. Debates between Council/Agency members and the public should be discouraged.

C. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/Agency or who otherwise disrupts the orderly conduct of the Council's/Agency's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. Signs, placards, banners, horns, noise-making devices, 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. 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. No member of the audience shall willfully interrupt the orderly conduct at the meeting. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session.

E. The Chief of Police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Council/Agency meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Council/Agency meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove and/or place any person who violates the order and decorum of the meeting under arrest, if necessary.

2.14.100 Council/Agency Meeting Length.

A. It is the intent of the Council/Agency that no item will be introduced or addressed on a Council/Agency agenda after the hour of 11:00 p.m. Furthermore, it is the Council's/Agency's intent that if the item introduced and being discussed by 11:00 p.m. is not concluded by 12:00 a.m., the Council/Agency should adjourn the meeting to another date. The intent and purpose of this policy is to encourage a reasonable hour in which

the Council/Agency business is discussed and to protect against fatigue in discussing and deciding important City issues.

2.14.110 Council/Agency and City Staff Conduct.

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City Staff, which analyze problems and issues, make recommendations, and implement and administer the Council's/Agency's policies. Therefore, every effort should be made by members of the City Council to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

A. It is important for the Staff to demonstrate respect for the Council/Agency, and vice versa, at all times. All Council/Agency members should be treated equally.

B. Council/Agency and Staff should treat one another as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Practice civility and decorum in all interactions with Council/Agency and City staff.

C. ~~Never~~ Members of the City Council should avoid publicly ~~criticize~~ criticizing an individual employee, including Council/Agency appointed officers. All critical comments about staff performance should only be made to the City Manager through the proper chain of command preferably by private correspondence or conversation. Without limiting any First Amendment, free speech rights, any City Council conduct which circumvents the employees' privacy rights goals and objectives set forth in this Ordinance may result in the offending Councilmember being subject to criticism, public reprimand or censure by other members of the City Council.

D. Council/Agency members shall deal with the administrative service solely through the City Manager, and neither the Council/Agency nor any member thereof shall give orders to any of the subordinates of the City Manager, either publicly or privately. Council/Agency members shall recognize and follow the appropriate chain of command for the entire City organization and each City Department.

E. Request for information by any Council/Agency member shall be provided to all members of the Council/Agency.

SECTION 14. Effective Date. This Ordinance shall become effective thirty (30) days after approval by the Council.

SECTION 15. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED this 14th day of December 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 16th day of November 2022 and was adopted by the City Council of the City of Montebello at its meeting held on the 14th day of December 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

Exhibits:

- Exhibit A – Nationally Recognized Health and Heritage Months
- Exhibit B – Proclamation/Certificate Request Form

EXHIBIT A

NATIONALLY RECOGNIZED HEALTH AND HERITAGE MONTHS

January is:
- Human Trafficking Awareness Month

February is:
- Black History Month
- American Heart Month

March is:
- COVID-19 Memorial (March 13th)
- Women's History Month

April Is:
- National Child Abuse Prevention
- National Volunteer Month (Ties into City programming)
- Autism Awareness Month
- Armenian History Month
- National Donate Life Month

May Is:
- Asian Pacific Heritage Month
- National Pet Month
- Mental Health Month
- Motorcycle Safety Awareness Month
- National Military Appreciation Month

June Is:
- Lesbian/Gay/Bisexual/Transgender/Queer (LGBTQ) Pride Month
- Juneteenth – Freedom Day
- Post-Traumatic Stress Disorder (PTSD) Awareness Month
- National Scleroderma Awareness Month
- National Gun Violence Awareness Day

July Is:
- July is Parks and Recreation Month
- Juvenile Arthritis Awareness Month

August Is:
- National Wellness Month

September Is:
- National Hispanic Heritage Month (Sept 15- Oct 15)
- National Preparedness Month

Revised Per Council Consensus 6/8/2022

October Is:

- Breast Cancer Awareness Month
- Bullying Prevention Month
- Domestic Violence Awareness Month
- Down Syndrome Awareness Month

November Is:

- November – Events to raise awareness for men's health issues (like prostate cancer and depression)
- Alzheimer Disease Awareness Month

December Is:

- Human Rights Month

THE FOLLOWING RECOGNIZED HEALTH AND HERITAGE MONTHS ARE SUBJECT TO CHANGE BASED UPON APPROVAL, REMOVAL OR AMENDMENT BY RESOLUTION OR CONSENSUS OF THE CITY COUNCIL.

Revised Per Council Consensus 6/8/2022

City of Montebello
Proclamation/ Certificate Request Form

Proclamations/ Certificates are provided by the Mayor and City Council with the goal of honoring and celebrating events of increasing awareness of noteworthy issues among citizens across Montebello. These public service documents are strictly honorary and are not legally binding. Proclamation/ Certificate requests are reviewed on a case-by-case basis. The City reserves the right to decline any request as well as the right to make exceptions to the guidelines. To submit an application for a proclamation, please review the guidelines below and submit a completed Proclamation/ Certificate Request Form to the City Clerk's Office at least two (2) weeks in advance.

Proclamations

- Recognition of an organization's event or special action.
- Recognition of a national or state non-profit event that coincides with a local event.
- Significant historical commemorations.
- Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

- Proclamations are not automatically renewed. Requests must be made on an annual basis.
- Proclamations for campaigns or events contrary to City policies will not be issued.
- Events or organization with no direct relationship to the City of Montebello.
- The request is for commercial/for-profit purposes.
- The request conflicts with federally recognized months, weeks or days of observance.

Certificates of Recognition

- Retirement – the person must have been employed with their current employer 25 years or more.
- Birthday – the person must be at least 80 years of age.
- Wedding, church, or pastoral anniversary – 25 years or more.
- Significant education/ life achievements.
- Exemplary service or significant contributions by an organization, business, or individuals to the City.
- New business openings only at the request of the City of Montebello Chamber's Office.
- Approved Nationally Recognized Health & Heritage months.

Examples:

Recognition Type	Proclamation	Certificate of Recognition
Athletic/ Academic Accomplishments *(Must be Montebello Resident)*		X
Acts of Heroism *(Must be Montebello Resident)*		X
In Memory of an Individual		X
Regional Events *(Local, State, or National)*	X	
Guests from Other *(Countries or States)*		X
Recognition of Corporate Support *(Local)*		X
Extrodinary or significant contribution to City by individual or group	X	
Recognition of Anniversaries of Business and Churches		X
National Health and Heritage Months		X

City of Montebello
Proclamation/ Certificate Request Form

CONTACT PERSON INFORMATION

Name of Contact Person _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

Email _____

PROCLAMATION/ CERTIFICATE INFORMATION

Which one are you requesting? Proclamation Certificate

Name of Individual Group or Organization _____

Name or Title of Event _____

Proclamation Date _____ Choose One: Day Week Month

To be presented at the following event/ council meeting? _____

How will you get the Proclamation/ Certificate?

Will pick up at City Clerk's Office. Please mail to above address.

What do you want your Proclamation/ Certificate to say? A proclamation must have enough information to make four points.

_____

_____

_____

_____

_____

_____

_____

_____

In Accordance with Ordinance No. 2443

STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3000 • Sacramento, CA 95811
(916) 322-5660 • Fax (916) 322-0886

The following rules for public participation at Commission meetings were adopted at the FPPC's September 2019 meeting, and may be amended periodically as necessary. Questions regarding the interpretation or enforcement of these rules may be directed to the FPPC's Legal Division.

Time-related Rules:

1. Individuals will have a maximum of three minutes to speak.
2. Individuals requiring translation or interpretive services will have a maximum of six minutes to speak.
3. The three minute speaking time may be changed by the Chair, depending on the number of speakers.
4. Speakers may cede time to an individual spokesperson, but only under the following conditions:
   a. Individuals ceding time forfeit their right to speak on the agenda item.
   b. Designated spokespersons will be provided a maximum of five minutes to address the Commission on a single item.
5. If a speaker is interrupted by a question or comment from a member of the Commission, the Chair, at the Chair's discretion, may offer a reasonable extension of the allotted time in order for the speaker to finish prepared comments, or to respond to Commissioner questions.
6. The Commission reserves the right to limit the total amount of time allocated for all public comments on a particular issue, and may publish such limitation in advance on the agenda for the meeting.
7. If the total amount of time allocated for public comments is limited by the Commission, individuals who do not receive the opportunity to speak due to the expiration of the allocated time may submit comments in writing during the meeting, which comments shall be made part of the record.

Organizational Rules:

1. Except as otherwise directed by the Chair, public comment at meetings shall be received on a first come, first served basis.
2. The Chair, at the Chair's discretion, may take comments out of order.
3. Any speaker who is a compensated spokesperson on behalf of another person or entity shall disclose the person(s) or entity(ies) on whose behalf he or she is speaking.

Rules of Order:

1. A speaker will address only the Commission during public comment, and shall not direct comments at other members of the public in attendance, except with express, advance permission of the Chair.
2. A speaker will yield the floor to any member of the Commission that wishes to ask a question or otherwise speak during the speaker's comment.

3. A speaker shall not use profanity or lewd language in a manner that is disruptive to conducting of the meeting.
4. A speaker shall limit comments to the subject matter of the agenda item being heard.
5. A speaker shall limit comments to matters that are subject to the Commission's jurisdiction.
6. The Chair retains the right to stop any speaker who fails to heed warnings from the Commission that the speaker's comments are repetitious, irrelevant, or abusive to the extent that they are disrupting the meeting. Nothing herein should be interpreted as prohibiting comments solely because they represent or include criticism of acts, omissions, policies, programs, or services of the FPPC.
7. Members of the public in attendance may not purposefully disrupt any speaker or participant of the meeting, including members of the public seeking to provide public comment, through audible comments, gestures, outbursts, or other distractions.
8. Members of the public in attendance may not disrupt any other attendee(s) from viewing, hearing, or legitimately participating, in any material portion of the meeting.
9. Members of the public in attendance may not disrupt any videotaping or audiotaping conducted by the FPPC for the public.
10. Members of the public shall not bring signs, flags, banners, exhibits, marquees, or other demonstrative objects into the meeting room. Members of the public may carry and/or display paper materials no larger than letter-sized paper in the meeting room, provided that such paper materials are displayed below shoulder height, and do not otherwise obstruct the view of any other attendee(s).
11. Any speaker, or other member of the public in attendance, that expressly advocates or encourages another to violate these rules of order, or to otherwise disrupt the meeting, shall be removed at the request of the Chair.
12. If a disturbance occurs in the meeting, the meeting may be stopped by the Chair in order to quell the disturbance or, in the event the disturbance continues, the Commission may take other necessary steps, including clearing the room of up to all members of the public and/or adjourning the meeting.

Rules Related to Audio, Video and Text-based Comments by the Public

1. Speakers who provide commentary at Commission meetings through a remote audio or video link are subject to the same rules as those providing live comments at the meeting, except insofar as the medium makes compliance with any rule impracticable. The Chair will make determinations of impracticability as appropriate.
2. In order to efficiently conduct Commission meetings and prevent unnecessary delay or disruption, any profanity or clearly irrelevant content in a text-based public comment may be redacted before the comment is publicly displayed at a Commission meeting. Original comments will be preserved and available for public inspection following the meeting.
3. The Commission reserves the right to limit and/or reject text-based submissions that are duplicative of submissions (*i.e.*, "cut and paste") that are additionally presented to the Commission in other written form.

4. The Commission reserves the right to limit text-based submissions that are of a length that disrupts the ability of other commenters to have their texts received by the Commission.
5. The Commission recommends that text-based comments not exceed 1,000 characters, and reserves the right to impose character limitations for text-based comments in advance of any meeting.
6. The Commission reserves the right to reject and/or "block" any content that is received from a source that is not a human being.
7. The Commission reserves the right to limit the display of text-based commentary received from any individual commenter if the commenter submits multiple texts with duplicative commentary. Nevertheless, original comments will be preserved and available for public inspection following the meeting.

ITEM # 3

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Nick Razo, Director of Human Resources

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT, NO. 4062, WITH ADVOCATE, INC. DBA NAVA PARTNERS INSURANCE SOLUTIONS, FOR THE EMPLOYEE BENEFITS INSURANCE BROKER SERVICES REQUEST FOR PROPOSAL, NO. 23-3**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Professional Services Agreement, No. 4062 with Advocate, Inc. dba Nava Partners Insurance Solutions to provide Employee Benefits Insurance Broker Services, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for an initial total not-to-exceed amount of One Hundred and Fifty Thousand Dollars ($150,000) for the three-year term; and
2. Authorize the City Manager and/or his designee to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello (City); and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On October 13, 2022, the City published RFP No. 23-3 (see Attachment B) to solicit proposals from highly qualified insurance brokerage firms to provide employee benefits broker and consulting services. On December 6, 2022, Nava Solutions submitted their best and final value contract pricing (see Attachment A) over the initial three-year term. Depending on the scope of services provided over the initial three-year term, the

total cost would be between $150,000 and $470,000.

What is being proposed for approval is a scope of services over the three-year term for a not-to-exceed amount of $150,000. Should the scope of services change in year two, Staff will return to the City Council for approval of a contract amendment, per the pricing proposal provided by Nava (Attachment A). Funding for this service will be allocated from Human Resources' Fiscal Year 2022-23 adopted operating budget: Human Resources, Outside Contracts, Account No. 100-25-250-6040.10. Sufficient funds are appropriated in this account, as the City currently pays for similar services provided by a different vendor. Therefore, a budget amendment is not needed. Subsequent budgets (FY 2023-24, etc.) will include the appropriate amount of funding for the scope of services provided.

BACKGROUND/DISCUSSION:

On October 13, 2022, the City published RFP No. 23-3 (see Attachment B) to solicit proposals from qualified insurance brokerage firms to provide employee benefits broker and consulting services. The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the City's employee insurance benefits – to active employees and retirees. Prospective brokers were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's advertising platform, PlanetBids.com. In addition, it was the brokers' responsibility to review and acknowledge all publicly announced addendums and then craft a scope of service in accordance with such changes. Furthermore, brokers were asked to thoroughly review the requirements and submit a complete proposal package including a cover sheet, resume, cost proposal, and references.

Proposals were due on Thursday, November 17, 2022. The City received seven (7) proposals from the following vendors: Alliant Insurance Services, Inc., Burnham Benefits Insurance Services, LLC, US Chimienti & Associates dba Chimienti & Associates Insurance Services, Keenan & Associates, Nava Solutions, Newfront, and USI Insurance Services, LLC.

A preliminary review of the seven (7) proposals was conducted and it was determined that those submitted by Chimienti & Associates Insurance Services and Newfront, were incomplete or lacked the necessary detail to provide the requested services. The two (2) proposals were rejected in accordance with RFP No. 23-3, Section 2 – General Terms and Conditions, which states that the City reserves the right to reject any or all proposals for no reason or any reason including, but not limited to, the proposal being incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity. The remaining five (5) proposals were reviewed and scored by the Evaluation Committee.

ENVIRONMENTAL:

N/A

ANALYSIS:

On December 1, 2022, an Evaluation Committee comprised of three (3) internal raters (Human Resources staff) evaluated the five (5) complete and responsive proposals. Each rater independently reviewed and evaluated each proposal in accordance with the selection process outlined in RFP No. 23-3. Each proposal was rated using the following criteria:

Qualitative & Price Considerations	
1. Project Management Plan	10%
2. Proposed Project Team	15%
3. Qualifications and Experience	25%
4. Technical Approach	30%
5. Price/Cost most advantageous to the City	20%

The Evaluation Committee's total score for each proposal was determined as follows:

Contractor	Proposed Cost	Cumulative Score (Qualitative & Price %)
Nava Solutions	$150,000	90%
Keenan & Associates	$190,500	69%
Alliant Insurance Services, Inc.	$210,000	65%
USI Insurance Services, LLC	$150,000	65%
Burnham Benefits Insurance Services, LLC	$135,000	62%

Nava Solutions was selected over the competitors based on a review of the qualitative attributes (work plan, quality of proposed personnel, experience and qualifications, and technical approach) presented in their proposal (see Attachment C). In addition, Nava Solutions presented a qualified team with extensive insurance brokerage experience and expertise most advantageous to the City.

Nava Solutions' management plan demonstrated a thorough understanding of the City's needs by offering a 48-point service plan. This plan will be implemented through a crawl-walk-run strategy. Phase 1 (crawl) will entail an in-depth assessment of the City's current benefits and costs, including all ancillary plans. Phase 2 (walk) includes issuing RFP's for all lines of coverage and implementing Nava Solutions support systems/care navigation tools. Lastly, Phase 3 (run) includes Nava Solutions modeling alternative funding arrangement types such as level-funded or self-funded.

The Evaluation Committee reviewed and assessed their proposal as being most responsive. Nava Solutions provided the required documents and exhibits as stated in the RFP No. 23-3 guidelines. Additionally, the Broker outlined a clear and detailed work plan for how each task and deliverable requested in RFP No. 23-3 will be accomplished. Acknowledging these facts, it was determined that Nava Solutions provided the most comprehensive proposal and demonstrated the credibility required to perform the scope

of service requested in RFP No. 23-3.

SUMMARY:

Staff recommends that the City Council approve Agreement No. 4062 (attached hereto in substantial form as Attachment D) with Advocate, Inc. dba Nava Partners Insurance Solutions, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for a total not-to-exceed amount of One Hundred and Fifty Thousand Dollars ($150,000) for the initial three-year term, for the Employee Benefits Insurance Broker Services; authorize the City Manager to take action necessary to execute and finalize an agreement on behalf of the City; and direct staff to take such additional, and related, actions that may be desirable. As noted above in the Fiscal Impact statement, should Nava's analysis recommend changes to the City's health plan offerings in subsequent years of the initial three-year term, Staff will return to the City Council to amend the agreement.

ATTACHMENT(S)

1. Attachment A - Price Sheet
2. Attachment B - Request for Proposal No. 23-3
3. Attachment C - Proposal: Nava Benefits
4. Attachment D - Draft Agreement No. 4062

NEXT STEPS:

N/A

PRICE SUMMARY SHEET (BAFO)

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

	DESCRIPTION	FIXED ANNUAL RATE
A	CONTRACT YEAR 1	$50,000 annually.
B	CONTRACT YEAR 2	Year 1 Commissions $50,000 annually -OR - $35.00 per employee per month (PEPM) if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*
C	CONTRACT YEAR 3	Year 1 Commissions $50,000 annually -OR - $35.00 per employee per month (PEPM) if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*
Total for initial 3 year contract period		$150,000 -OR- $470,000 if medical plans are extracted from CalPERS *

*Additional programs that Nava would offer and deduct from commissions payable, if medical plans are extracted from CalPERS:

- Decision Support (approximately $1.50 PEPM, or $9,000 annually)
- Healthcare Navigation & Advocacy Support (approximately $3.50 PEPM, or $21,000 annually)
- COBRA Administration (approximately $1.00 PEPM, or $6,000 annually)
- Total of $36,000 annually

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	$35.00 per employee per month if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*
E	CONTRACT YEAR 5	$35.00 per employee per month if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

October 13th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:
https://www.planetbids.com

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Exhibit E – Bidder's List of Subcontractor (DBE and Non- DBE)

INTRODUCTION

The City of Montebello (City) is soliciting proposals from highly qualified insurance brokerage firms (Broker) to provide employee benefits broker and consulting services.

The City currently has approximately 400 active employees and 200 retirees enrolled in group benefit plans. The City is particularly interested in a Broker that can provide creative and innovative approaches, with a proven track record, that enable the City to maintain quality programs and contain or reduce costs. The selected Broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the City's employee insurance benefits.

The selected Broker shall provide services including, but not limited to:

- Partnering with the City to design and develop a short and long-range benefits strategy plan.
- Provide subject matter expertise and support to current programs including dental and vision insurance plans, short and long-term disability, and Employee Assistance Program (EAP) benefits.
- Research and present considerations for other programs, such as voluntary/ancillary benefits.
- Review employee cost sharing annually and recommend changes based on strategies that drive value and maintain a competitive position.
- Review and report claims activity and provide recommendations for managing costs.
- Negotiate annual renewals with all insurance vendors.
- As needed, prepare bid specifications and solicit proposals from insurance markets that specialize in group insurance plans. Evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identify the most cost-beneficial package from among the various bidders.
- Review all plan contracts and summary plan descriptions.
- Assist with creating customized enrollment guides, plan summaries, and materials for open enrollment, new hires, and recruiting.
- Assist with developing benefits presentations and announcements, and conducting open enrollment meetings.

DATE: October 13, 2022

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL NO. 23-3

TITLE: CITY OF MONTEBELLO

BENEFIT INSURANCE BROKER SERVICES

The City of Montebello (City) is soliciting proposals from highly qualified insurance brokerage firms (Broker) to provide employee benefits broker and consulting services.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be with the following person [or his designated representative if applicable] only.

Name: Rohan Anderson
Title: Senior Procurement Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will receive a response in accordance with the guidelines contained herein. Responses will be provided in writing to all prospective proposers and posted on the City's website. Responses to questions or comments regarding Request For Proposal, No. 23-3 (RFP No. 23-3), provided by any other department or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, November 17, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 23-3. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective proposers that the City will require that each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under RFP No. 23-3, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with the City. For more information on City's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Nicholas Razo
Title: Director of Human Resources
Address: 1600 W. Beverly Blvd
Montebello, CA 90640
Telephone: (323) 887-1200

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	**Scheduled Date**	
Issuance of RFP	Thursday	October 13, 2022
Deadline to Submit Questions	Thursday	October 27, 2022 at 3:00 PM PST
Responses to Questions Provided	Tuesday	November 1, 2022
Deadline to Submit Proposals	Thursday	November 17, 2022 at 3:00 PM PST
Presentations & Intent to Award	Week of December 11, 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the proposal. Failure to return this checklist may be cause for considering the proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 31	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	
	OPTIONAL ITEMS		
9	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the official City website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **3:00 p.m. on Thursday, November 17, 2022.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2“x11” paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and the proposers references have been checked. All proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this Request for Proposal (RFP).

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the proposer’s submitted proposal for review by the City. It shall be the City’s right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. A proposer submitting a basic conforming proposal may choose to submit alternate proposals as complete and separate offers if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. All alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 23-3, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is

capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in RFP No. 23-3, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in RFP No. 23-3 will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the www.PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, October 27, 2022.** No questions will be answered individually by the City or the Human Resources Department.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all proposers in accordance with the procurement schedule for RFP No. 23-3. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Brokers must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposing Broker shall at any time after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Broker and clarified before the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City before the scheduled deadline for proposal submission or within six months following the scheduled deadline for proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal it shall be signed and the full name and address of the proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. A certified letter is to be included in the proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City

- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including, but not limited to the following:
    a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
    b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the City's opinion, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All proposers are hereby put on notice that each proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of a joint

venture or partnership between two (2) existing proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-consultants of successful proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, the proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation number (RFP).
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the proposal due date; or within five (5) days after proposal opening. If the protest does not comply with the preceding requirements it may not be evaluated and may be returned to the protestor.

All protests shall be submitted to the contact person identified in this solicitation.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful proposer.

TIME OF COMPLETION

The Broker time shall commence from the date provided on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the RFP. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed

because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the Broker, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Broker and the City.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**.

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.

Contract Termination: The City may terminate any resulting agreement for convenience at any time by giving the Broker written notice thereof. Upon termination, the City shall pay the Broker the allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by the City to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, the City shall pay the Broker a percentage of the project, which relates to work accomplished to date of termination in accordance with the agreement. The effective date of termination shall be the date of Notice of Termination.

In the event the Broker breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, the City may immediately terminate the agreement for default. The Broker shall be liable for any and all costs incurred by the City as a result of such default.

SCOPE OF CONTRACT

The Broker shall provide all services necessary as per the Scope of Work described in this RFP.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Broker provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Broker in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The agreement resulting from this RFP will be awarded to the responsive and responsible proposer whose proposal, conforming to the requirements of RFP No. 23-3, is determined to be the most advantageous ("Best Value") to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFP's.

An Evaluation Committee comprised of City staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected proposer prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award an agreement to the proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

Point of Contact

This RFP is issued by the City, and the Senior Procurement Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello
Attention: Rohan Anderson,
Senior Procurement Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective proposers via www.PlanetBids.com.

EVALUATION OF PROPOSALS

The City uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to the City.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

The City will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the proposer is operating under a fictitious name or trade name, provide evidence that the proposer has filed for and/or registered the fictitious name with the county where the proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Human Resources.

The committee may ask the proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the proposer whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Broker's qualitative proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	10 points
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of employee benefits and insurance programs; evidence of the ability to provide service in a prompt, thorough, innovative, and professional manner; and adequacy of labor commitment.	15 points
3	**Qualifications and Experience** Demonstrate experience completing employee benefits broker and consulting services projects of the same or similar magnitude; experience with creative cost containment methods; experience, reputation, and ability to reach a wide array of insurance markets and provide innovative services; record of completing work on schedule; strength and stability of the firm; presentation of a catalog of employee benefit broker experience and expertise most advantageous to the City.	25 points
4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	**80 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The proposer's price proposal will be compared to the proposal with the best value to the City. The best value responsive price will receive the total weighted value for this criterion.	20 points
	TOTAL	**20 points**

All other price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 20 (Total Points Available for Price Evaluation).

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The proposer shall possess the capability and expertise required to complete the following tasks:

A. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefits administration pertaining to public employers.
B. The proposer shall have at least three (3) consecutive years of experience in California providing broker and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the City's.
C. The proposer shall have experience working with labor unions and advisory committees.
D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update long and short-range plans designed to improve the effectiveness of employee benefits and insurance programs.
E. Demonstrate the ability to design traditional and multimedia content including surveys, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.
F. The proposer shall possess knowledge of applicable laws, regulations, and codes and shall be familiar with local conditions and trends relating to group insurance in California.
G. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with the employee benefits insurance broker services.
H. Demonstrate strong communication and coordination skills with City staff and outside parties in a constructive solution-focused style.

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

A. List and describe a minimum of three (3) projects or experiences, similar in nature to the project contemplated in this RFP, which the proposer is currently performing or has performed within the last thirty-six (36) months.
B. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
C. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
D. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
F. The firm possesses a professional staff with (5) years of knowledge and expertise to provide the Employee Benefits Broker and Consulting Services Project.
G. Financial capacity.

SECTION 4 – SCOPE OF WORK

The City is soliciting proposals from highly qualified Brokers to provide employee benefits broker and consulting services. The City is seeking a Broker to perform services related to the design, implementation, maintenance, communication, and improvement of employee benefits and insurance programs.

The Broker shall provide the services outlined in the Scope of Work, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms.

The selected Broker shall provide services including, but not limited to:

Broker Services and Strategy:

- Health care benefits program development and management
  (i.e., Medical, Pharmacy, Dental, Vision, Life, Disability, Supplemental/Voluntary Benefits, Absence and Leave, FSA/HRA/HSA, COBRA)
- Semi-annual strategic planning meeting and development of multiyear approach
- Annual budget renewal meeting, vendor scorecard, and stewardship
- 48-point Service Calendar
- Carrier renewals, RFP's and negotiation
- Benefit plan design and cost modeling
- Claims and utilization analysis
- Underwriting and actuarial services (IBNR)
- Alternative funding analysis
- Employee contribution modeling
- Wellness planning, and onsite clinic feasibility analysis
- Benchmarking

Open Enrollment Support and Employee Communications:

- Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, and new delivery systems to make long-term projections
- Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications, and quality of current employee and retiree benefit plans
- Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
- Annual estimates of renewal rates and cost trends and assist City staff in preparation of budget figures
- Conduct thorough and applicable market research in preparation for contract renewals.
- Representation at Insurance Committee meetings on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards
- Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable

- Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals
- Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City
- Provide communication development and support for the annual open enrollment period, new benefit offerings, and/or changes to the existing benefits offerings
- Attendance at, and assistance with, coordination of Open Enrollment meetings

Compliance:

- Assist the City to ensure that programs are in compliance with State and Federal regulations
- Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs
- Provide on-site training to City staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan; non-discrimination testing
- Annual Form 5500 data collection and filing
- Wrap Plan Document and Summary Plan Description
- Annual Legal Notices and Disclosure
- Assist City staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans
- Guided HR compliance via Mineral Platform

Technology and Tools:

- Online Decision support
- White glove concierge Navigation & Advocacy 24/7 support
- Enrollment Mobile Application
- Benefits Search Engine

Other Service Requirements:

- Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee health-care costs, both in the short-term and in the long-term
- Recommend and help develop enhancements and improvements for communications specific to the needs of the City's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation
- Provide timely research and responses to technical questions posed by City staff
- Provide regular and timely communications needed for the effective administration of benefit plans
- Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration
- Assist with the presentation content for labor and management benefits meetings and/or City Council meetings

- Provide access to published benefit-related survey information
- Develop additional benefits communications specific to the needs of the City's employees.
- Attendance at, and assistance with, meetings with the City Council, City staff and labor groups
- Recommend that City staff attend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the City
- Develop and/or assist in developing and evaluating employee needs and satisfaction surveys

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2022, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to provide Employee Benefit Broker and Consulting Services ("Project"); and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONSULTANT responded to CITY's Request for Proposal dated October 13, 2022 (RFP No. [23-3]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONSULTANT shall be compensated a sum not-to-exceed $……(the "Maximum Compensation") for performance of the Professional Services as set forth in the

Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence on ……, 2022 , and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 8 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

A. RFP No. 23-3;
B. Proposer's [DATE] Proposal for the Citywide Employee Benefits Insurance Broker Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

A. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

C. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONSULTANT shall have the right to retain, subject to CITY's written approval, additional individuals, Consultants, or sub-Consultants to assist in the completion of services as herein defined. Compensation for additional individuals, Consultants, or sub-Consultants shall be the sole and exclusive responsibility of the CONSULTANT.

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in Exhibit "A." Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONSULTANT for such reuse.

SECTION 5. WORK PRODUCT.

A. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

B. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this

Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Human Resources Director shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. **Termination for Cause**. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. **Termination for Convenience.** CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the SOW or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONSULTANT during the Term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONSULTANT except as expressly set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT's sub-Consultant for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or sub-Consultant with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or sub-Consultant of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and sub-Consultant providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **One Million Dollars and Zero Cents** ($1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Consultants, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake

self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its sub-Consultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least a: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONSULTANT shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are

primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or sub-Consultant, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. 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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-Consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-Consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any

action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual

signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-Consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-Consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and sub-Consultant, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO	**CONSULTANT**
René Bobadilla City Manager	Name and Title
Dated:	Dated:

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

HUMAN RESOURCES DEPARTMENT

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____	Dated _____
Dated _____	Dated _____
Dated _____	Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

_____

Typed or Printed Name

_____

Title

_____

Title

_____

Date

_____

Date

_____

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

_____ _____

For Proposals requiring licenses the following information is required:

Consultant's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Employee Benefits Insurance Broker Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

F. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

PRICE SUMMARY SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

	DESCRIPTION	FIXED ANNUAL RATE
A	CONTRACT YEAR 1	$
B	CONTRACT YEAR 2	$
C	CONTRACT YEAR 3	$
Total for initial 3 year contract period		$

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	$
E	CONTRACT YEAR 5	$

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.

Please include above any other potential additional services that may be required and associated costs. (Attach your hourly and expense schedule for any additional work outside of scope of services.)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

EXHIBIT E

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

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NAVA

Request for Proposal:
Employee Benefits Insurance Broker Services

Prepared for:

203-738-9814 | kayly@navabenefits.com | navabenefits.com
Proprietary and Confidential

November 17, 2022

Dear City of Montebello Team:

Thank you for giving Nava Benefits the opportunity to submit our response to your Request for Proposal to provide employee benefits insurance broker services.

Nava is on a mission to bring high quality and affordable healthcare to all Americans. Our approach is simple: we bring together the best benefits talent in the industry and empower them with cutting edge technology and benefits innovation to deliver outcomes that align to our mission. We are excited about the opportunity to partner with your team and are committed to going beyond the core services you have come to expect from a traditional benefits broker to deliver an experience for your HR team and your employees that is unlike any other brokerage.

I believe that an ideal partner to City of Montebello will demonstrate the ability to function as a true extension of your HR team 365 days a year, be financially aligned and accountable to deliver on their promises, and deploy innovative benefits programs and technology that have a measurable impact on your employees benefits experience, retention, and your bottom line.

In this RFP response we aim to demonstrate why we are in the best position to positively impact your organization through our key differentiators including:

- Nava functions as an extension of your HR team by taking ownership of all benefits administration and ensuring employees have an exceptional experience. Unlike traditional brokerages, we offer year-round support with a detailed 48-point service plan, and the fastest response times in the industry.
- We deliver a Fortune 500-level benefits experience by utilizing cutting-edge technology which both enhances the employee experience and reduces plan cost.
- Nava is breaking ground on a new era of radical transparency in the benefits brokerage space by offering clients full insight into our broker pay model, as well as the industry's first (and only) money back guarantee.

We appreciate you allowing us this opportunity to earn your trust!

Sincerely,
Kayly Hill
Director of Strategic Accounts
Kayly@navabenefits.com
203-738-9814

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the proposal. Failure to return this checklist may be cause for considering the proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	KH
2	Letter of Transmittal	Page # 31	KH
3	Licensing, Permits, Certificates, and Taxes	Page # 11	KH
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	KH
5	References	Exhibit B	KH
6	Insurance	Exhibit C	KH
7	Cost Proposal Sheet	Exhibit D	KH
8	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	N/A
	OPTIONAL ITEMS		
9	Requests for exceptions or deviations.	Page # 8	N/A

Company Name:	Nava Benefits
Name of Proposer initialing document (print):	Kayly Hill
The email address of Company Contact:	kayly@navabenefits.com
Signature: Kayly Hill Kayly Hill (Nov 17, 2022 12:11 PST)	Kayly Hill Kayly Hill (Nov 17, 2022 12:11 PST)
Title:	Director of Strategic Accounts
Date:	November 17, 2022

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III. Project Management Plan
IV. Tools and Technology
V. Client Support
VI. Open Enrollment and Communication
VII. Compensation and Pricing Philosophy
VIII. Qualifications and Experience
IX. Appendix

COMPANY OVERVIEW

Founded in December 2019, Nava Benefits is a Delaware C Corp, and operates nationally as a licensed brokerage. We are co-founded by Thrive Capital, a leading venture capital firm with $8B under management and deep expertise in the healthcare space. We have capitalized the business with $40 million in funding to date, bringing together like-minded investors and partners to accelerate our ability to fulfill our mission of delivering high quality, affordable healthcare to all Americans. Nava has brought together cross-functional experts across benefits, healthcare and insurance, and supports them with operations, technology, and marketing tools and playbooks that enable us to build a unique benefits offering.

Nava is on a mission to bring high-quality, affordable healthcare to all Americans, starting with the 49% who receive healthcare through their employer-sponsored benefits. We feel that the lack of innovation in the traditional brokerage space is hindering health outcomes for millions of families and believe that building a better benefits brokerage is a crucial step towards building a better healthcare marketplace. Nava is a benefits brokerage designed to do that.

With a diligent commitment to transparency, we have aligned our financial incentives with employers and their employees and are slashing the hidden mark-ups and carrier commissions that are all too common among other brokerages. To ensure that your benefits remain competitive both in cost and quality, we have partnered with the nation's leading benefits and HR professionals that make up Nava's Benefits Advisory Board to bring their playbook to the masses. Our team believes in the value of tech-enabled human support for our clients to save you both time and money. We have a dedicated support team with deep industry knowledge and are building technology that shifts power from industry goliaths into the hands of consumers.

PROPOSED PROJECT TEAM

The following team of individuals will be dedicated to supporting the City of Montebello team and its employees:

Kayly Hill, Director of Strategic Accounts - Relationship Manager & Strategic Partner

Formerly USI's Assistant Vice President, Kayly's 20-year career has provided deep industry knowledge to serve employers of all sizes and industries. In her prior roles, she spent time at Cigna in the National Accounts Underwriting division, as well as with Aon and Gallagher consulting with large employer clients. During her time at Aon, she focused specifically on servicing municipality clients (Cities, Towns and Board of Education) and understands the complexities that collective

bargaining agreements may have on employee benefits.

Kayly brings creative solutions to her clients that save them money while improving the lives of their employees. She joined Nava to revolutionize traditional brokerage services for small and mid-size companies by driving meaningful change through a transparent feedback loop and by bringing them the tools and strategies enjoyed by America's largest employers.

Nick Severson, Client Manager - Main Day-to-Day Contact

Nick has over a decade of experience as a Client Manager. His experience ranges from a tech startup in Chicago that created a virtual employee benefits counselor, to the largest privately held brokerage in Orange County. Nick brings a creative and technological background to the traditional broker space and has passion for innovation and his clients.

Micky Nguyen, Benefits Analyst - Second Day-to-Day Contact

Micky is a Benefits Analyst with 5 years of industry experience. Micky began her career as a Wellness Consultant at Marsh and McLennan Agency and migrated to the service side to become a Benefits Analyst. Here at Nava, Micky brings a personalized touch to her accounts by making sure she builds strong relationships with both the clients she supports and their employees. She aims to assure that the client experience is nothing short of stellar.

Bryan Davis, National Practice Leader - Benefits Consulting Lead

Nava's National Practice Leader with over 20 years of industry experience. Bryan formerly held Consulting and Leadership positions with Aon, Mercer, and Optum. Prior to joining Nava, Bryan was the Market Leader for Lockton in Northern California and Oregon. Bryan has experience and expertise in creating value for clients through creative strategies and innovative design. His role at Nava is to provide thought leadership to our clients and drive innovation to ensure an exceptional client experience.

John Capecelatro, VP of Operations - Vendor Evaluation, Operational Support

Nava's Vice President of Operations with nearly a decade of industry experience. John formerly worked for PillPack, which was acquired by Amazon. PillPack now functions as Amazon Pharmacy. His role at Nava is similar to his role at PillPack, which is to develop and distill data for the benefit of the client. He continually pairs with Nava's product development team to deliver a superior client experience.

PROJECT MANAGEMENT PLAN

Nava's Benefits Strategy for City of Montebello:

After analyzing the data that was provided, we have identified a few reflections of what we heard and developed a phased-in strategic approach to accomplish City of Montebello's benefits program goals:

City of Montebello is currently fully insured and offers medical insurance through the CalPERS pool arrangement. The enrollment is spread across 16 medical plans (HMO, PPO, and Medicare) and 5 carriers (Anthem, Blue Shield, HealthNet, Kaiser and United Healthcare). Although there are multiple plan options, the majority are covered under Kaiser and Anthem. The City contributes about 80% towards aggregate medical costs and employees contribute approximately 20%. This cost share arrangement is aligned with industry standards, however, the City's goal is to increase employer contributions to roughly $1,800 per month to be more aligned with local cities.

While offering multiple plans is robust, it is confusing for members to select which plan is best for them. And without any claims reporting or utilization data, it is difficult to determine if the benefit plans are priced competitively.

We recommend a crawl-walk-run strategy to deliver better benefits and lower costs, along with customized employee communications that will make offerings easy to understand.

In phase 1 (crawl), we would continue with our assessment of the current state of benefits and costs. We would expand our analysis to include the ancillary plans: dental, vision, life and disability, supplemental benefits and voluntary plans (e.g. pet insurance). In our initial marketing efforts, we saw about 10% in savings for medical, dental and vision plans alone.

In phase 2 (walk), we would (re)issue RFPs for all lines of coverage and recommend terminating any pooled arrangements like CalPERs. The savings achieved would help to increase the City's contributions closer to the benchmark of $1,800 per month. We would also implement the Nava decision support and care navigation tools to assist employees in choosing and using the right medical plan for them and their families.

In phase 3 (run), Nava would model alternative funding arrangement types such as level-funded or self-funded for additional savings opportunities. We would also explore outsourcing options for retiree benefits and administration.

We look forward to the opportunity to discuss this strategic approach in further detail should we be selected to advance to the next phase of broker selection.

Broker Services:

Nava offers a comprehensive 48-point service plan that provides a roadmap for complete and proactive support. Being organized and ahead of the curve allows our team to offer the City of Montebello the best possible client experience, and gives us time as a team to make decisions that enhance your employee benefits program.

Sample 48-point service plan PW: OpenEnrollmentByNava

This annual service plan was created with input from industry veterans on the key requirements and timing for a successful health & welfare plan. These requirements include:

- A strategic focus on compliance, education, transparency.
- A structure to allow us to act as an extension of your HR team.
- A focus on proactivity — timing is everything.
- Clear delineation of task assignments so that each team member is aware of who is covering what.
- The ability to be customized. This plan will be yours and yours alone.

At Nava we know that effective communication can make or break the employee experience. That's why we ensure smooth sailing through a combination of personalized outreach and diligence.

We create custom, easy-to-follow benefit guides for your employees. We offer open enrollment support both in-person and virtually to ensure that no matter where your team is, they feel supported.

Sample Benefits Guide PW: OpenEnrollmentByNava

We keep the lines of employee communication open through surveys that give us and your team workable data and direction.

We also create a custom communications calendar through collaboration with your team that covers scheduled monthly outreach to members. Everything from what we cover, when we send it, to whom and what is said is all unique to your team and goals. This ongoing communication drives awareness, utilization of tools and resources, and provides ongoing education.

Sample Communication Calendar PW: OpenEnrollmentByNava

Finally, we provide a human-first, high-touch approach to innovative tech solutions to help level up your employees' experience and use of their benefits throughout the year. We know that every employee population has unique needs and values, so we'll work with you to determine which tools might be helpful and how best to roll them out to your employees.

In order to ensure continuity of services and avoid disruption, our team has put together the proposed timeline below for transitioning the City of Montebello to Nava.

Proposed Transition Timeline PW: OpenEnrollmentbyNava

Policy Reviews: Nava will assist the City of Montebello team in the review and development of provisions in contractual agreements relative to City of Montebello's activities.

In addition to delivering traditional actuarial finance reporting on claims data (inclusive of financial updates and IBNR estimates), we provide advanced analytics that go beyond monthly spend to highlight cost drivers across clinical categories and service types.

Loss Exposure: Nava will periodically review and identify changes in loss exposure.

Considering a point solution to address an area of spend? Over the past five years, hundreds of employer vendor solutions have come into the market proclaiming to reduce cost of care. To ensure you get the most return on your healthcare investment, we run actuarially rigorous vendor impact assessments that support you throughout the commercial lifecycle. This covers evaluating vendor opportunities given your population's experience and needs, designing and negotiating alternative pricing / contracting arrangements (e.g., value / risk-based contracts), and monitoring performance/outcomes.

Additionally, we review carrier/vendor/TPA policy documents & certificates of coverage for accuracy and have a legal team to review and provide feedback as needed.

TOOLS AND TECHNOLOGY

We have a unique focus on the power of technology and the impact it can have on benefits. Healthcare as an industry is archaic in the way it operates. We want to change that. We are one of the first firms, if not the only, to track service request tickets, and related service level agreements (SLAs) in order to provide essential trend data and metrics to continuously

improve your offering.

At Nava, we take a human approach to human problems, but know that the right tech can streamline and enhance how your employees use their benefits. We take a personalized approach to each client's employee base and goals to determine which tech can best complement their plans and improve the user experience and adoption rate. All of these tools are included with Nava's services at no additional cost.

A few of those tools include:

- ALEX by Jellyvision - A decision support tech to help your employees make informed benefit elections. Your HR team can direct new hires to use this instead of 1:1 sit downs saving you time and energy.
- Rightway - an employee navigation and issue support concierge available 7 days a week, 365 days a year with extended hours and bilingual capabilities.
- Flipsnack - A virtual benefits guide that is easy to read and share.
- Supplemental configuring, testing and management of your benefits administration platform by our team of benefits tech experts.
- Nava SupportDesk - Timely help from the Nava team you know — never a stranger. Plus trend data on employee requests.
- Virtual mental health support for employees.
- Cerebrae - Software designed to define, forecast, and validate the financial ROI of healthcare.

We also have an internal product team. Take a look at our competitors - do they have software engineers on their team? Are they innovating and pushing the envelope in this industry?

Nava believes that fixing healthcare in America relies on empowering HR leaders with the data and insights to become better buyers of benefits. Finding the right benefits for your employees should be much simpler than it is currently, so we've built first of its kind technology that makes it easier to find and compare employee benefits. Our community-driven Benefits Search Engine allows HR professionals with a streamlined way to access today's digital health innovation so you can compare and buy with ease, all in a trusted environment powered by the insights from your peers. This tool also provides benchmarking metrics on the breadth, depth, and competitiveness of their benefits offering which allows organizations to stand apart from their competition.

Part of being a successful tech-enabled firm includes continuously monitoring and vetting new solutions as they come to market. If a better offering for our clients presents itself, we will always consider it and present it to our clients if deemed a good fit based on their goals.

Additionally, our team is dedicated to holding our clients' partners (vendors, carriers, etc) accountable. We are continually evaluating usage to ensure your company and your

employees are taking advantage of available resources in order to get the most value out of your investments.

CLIENT SUPPORT

Nava subscribes to a consistent, 365-day a year approach to plan performance. Our team is guided by our 48-point annual service plan that provides a roadmap for comprehensive and proactive support. This means your team always knows what is coming down the pipeline for planning and when to expect it.

This includes a monthly claim review that reviews your updated plan cost vs. budget and renewal forecast, benchmarks against your peers, and an actuarial review. We also have an employee advocacy tool which provides monthly utilization reports to identify trends and areas needing support. We have quarterly business review meetings with our clients to review all these statistics, discuss any changes or red flags and coordinate any strategy adjustments as needed. Additionally, we are one of the first firms, if not the only, to track service request tickets and related service level agreements (SLAs) in order to provide essential trend data and metrics to continuously improve your offering. This ensures all parties are on the same page.

As previously mentioned, with Nava you will have a dedicated service team - including a Director of Strategic Accounts; Client Manager; Benefits Analyst; Compliance Resources; Legal, Marketing, Product and Operations teams – all by your side and available directly by phone or email. Our team brings vast experience from a range of reputable brokerages including USI, Lockton, Marsh, Willis Towers Watson, and Hub to name a few. We manage eligibility in-house (adds/terms/changes), tracking, reporting, and billing audits as well as open enrollment support. We also offer Nava SupportDesk, our real time issue tracking and reporting platform, to deliver the industry's fastest average response time of under 4 hours. When you reach out, you'll always be connected to someone you know - never a stranger. Furthermore, Kayly is always available to discuss questions or concerns that may arise.

We complement all of this with Rightway, a cutting-edge employee navigation and issue support concierge available 7 days a week, 365 days a year with extended hours and bilingual capabilities. This is offered at no additional cost through working with Nava.

Finally, service and reporting are at the cornerstone of our work so that we hold ourselves accountable to delivering a great benefits experience to you and your employees. This is all part of our promise with the Nava Performance Guarantee.

OPEN ENROLLMENT AND COMMUNICATION

At Nava we know that effective communication can make or break the employee open enrollment experience. That's why we ensure smooth sailing through a combination of

personalized outreach and diligence. We curate a set of tools to make sure your employees have support every step of the way.

That starts with choosing your benefits. We create custom, easy-to-follow benefit guides for your employees, to be sure that they truly understand their plan options before making a selection. We offer open enrollment support both in-person and virtually to ensure that no matter where your team is, they feel supported and all questions are addressed.

Sample Nava Benefits Guide PW: OpenEnrollmentByNava

When our clients have multiple plans to choose from, we pair these guides with ALEX by Jellyvision, an interactive (and fun!) enrollment experience backed by behavioral science to guide employees towards the best plan for their health needs. This technology typically saves both employees and employers money by reducing the risk of over-insuring for one's predicted medical needs. It also leaves employees feeling significantly more confident in their benefits selections.

In parallel, our team keeps the lines of employee communication open through surveys that give us and your HR team actionable data and direction.

We also create a custom communications calendar through collaboration with your team that covers scheduled monthly outreach to members. Everything from what we cover, when we send it, to whom and what is said is all unique to your team and goals. This ongoing, proactive communication drives awareness, proper utilization of tools and resources, and provides ongoing education.

Sample Communication Calendar PW: OpenEnrollmentByNava

To ensure employees always have expert support around their benefits, Nava offers an always-on care advocacy and navigation experience via an intuitive mobile app, available 7 days a week, 365 days a year with expanded hours and bilingual capabilities. Employees use this concierge experience for any health or benefits related question from booking an in network doctors, reviewing a bill for errors, to getting guidance on the best next steps following a diagnosis.

COMPENSATION AND PRICING PHILOSOPHY

Nava's mission is to provide high-quality, affordable healthcare for all Americans, focusing first on employer-sponsored healthcare. A fundamental pillar of this is transparency and accountability. There are 3 important distinctions in our compensation philosophy:

1. We will be **100% transparent in all fees earned** associated with the procurement and services of benefit lines.

2. Unlike most other brokers, we **do not accept any insurance carrier bonus commissions** on any of our customers. (Meaning if we choose to renew our clients with a certain carrier or move our client to a certain carrier that is because it is in the best interest of our client. Too often retention bonuses misalign interests between brokers and their clients because they align the interests of only brokers and insurance carriers).
3. We will **put 100% of our net fees at risk via the Nava Performance Guarantee**. If at the end of the year you believe we've failed to deliver, you can fire us and we'll return the fee. It's that simple.

We can be compensated on a percentage of premium or propose to be compensated on a *per employee per month* basis. If the City of Montebello prefers, we can operate on an agreed upon consulting fee, billed per month. The fee would be fixed and locked in for the year, unless the employee count or amount of work has shifted dramatically of 15% in either direction. Compensation is negotiable.

Services Included:

- Actuarial: Benchmarking, claims analysis, self-funding feasibility, experience review
- Compliance support including:
    - Access to Mineral (formerly ThinkHR) compliance platform
    - Plan document & wrap document
    - 5500 preparation, as needed
    - PCORI fee calculation, as needed
    - General compliance questions and administration
- Communications: Decision support, Care Advocates, digital (recorded & on demand), and print (benefit guides and benefit snapshots)
- Open Enrollment Support: Bilingual, in person and virtual, travel included
- Technology Advisory Services: Needs analysis, vetting, negotiation, and ongoing support
- Wellness: Program assessment, vetting, implementation, and tracking
- Nava SupportDesk - Timely help from the Nava team you know (never a stranger):
    - Provides access to trend data on employee requests
    - Tracks interactions and categorizes engagement
- Reinvestments into program specifically:
- COBRA administration
- Section 125 Premium Only Plan
- Rightway Technology - Healthcare navigation for members
- ALEX by Jellyvision Technology - Member decision support tool
- Virtual mental health support
- Cerebrae - Software designed to define, forecast, and validate the financial ROI of healthcare.

Contract Requirements:

- Month-to-month contract with a 30-day notice for termination.
- Fees at risk are total compensation received less expenses paid out as reinvestments to outside carriers or vendor-partners.

Please review Exhibit D below for our Price Summary Sheet details.

QUALIFICATIONS AND EXPERIENCE

Your Nava team is comprised of consultants with decades of experiences working in both the carriers and brokerages, with extensive underwriting experience. Specifically, Kayly has a track record of success in securing competitive renewals and proposals for clients to have an increase at or below medical trend. As a team, we leverage our experience and vendor relationships on behalf of our clients when negotiating renewals or evaluating new benefits, which has resulted in healthcare cost renewals that are 73% less and the SMB average. Our consultants are well positioned to work with senior carrier representatives to break down proposed premiums, drilling down in great detail to ensure a fair arrangement for both the customer and carrier. We recognize that time is critical, and begin the renewal process early to create a competitive environment amongst vendors and give our clients ample time to evaluate the options.

Additionally, we're always working on your behalf to proactively identify, qualify, and share the best new vendors and innovators in employee benefits. Through the work we do for our first-of-its-kind Nava Benefits Search Engine we're discovering new benefits categories and building relationships with new benefits vendors regularly. By working closely with our clients to determine needs and interests of their employee populations we are able to make recommendations for innovative benefit offerings and match them with verified vendors.

Nava is carrier agnostic and has access to the entire carrier market. The firm has not defaulted on a contract within the past five years or declared bankruptcy or been placed in receivership or been denied credit within the past three years. We have not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five years. Our firm is not currently under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws. We are licensed to do business in the state of California and can provide certificates upon request.

You can find contact information for our client references in Exhibit B below, but we would also like to provide a bit of background about these clients and our experience servicing their accounts.

Kayly has been working with LSA Associates and Boardriders since 2017. When she left her prior role to join Nava Benefits in January 2022, both LSA and Boardriders continued the partnership with her.

LSA Associates is based in Irvine, CA and has about 200 employees. This is a fully insured group that offers medical insurance through two carriers. With an appetite for change and search for fiscal savings, we issued a full marketing plan to: consolidate the medical plans to one carrier, options to offer Kaiser alongside a national network plan, as well as presented a Level Funded proposal for consideration. Overall, the client was able to retain benefits closely aligned with the benchmark and savings of 10% from current costs. We also secured a $20k wellness fund to assist LSA with their wellness program.

Boardriders is based in Huntington Beach, CA and has about 2,000 employees. Given their industry sector of retail business, they have been steadily focusing on recovery from the economic impacts of COVID. The Nava team was able to reduce their total plan costs by negotiating a renewal 50% below budget and a monthly premium credit. In addition, Nava recognized there were other areas aside from cost cutting that could greatly benefit the HR team and organization. We implemented a healthcare navigation advocacy support tool for employees and total absence leave management administration for HR. But don't just take our word for it, here's a brief press release from Boardriders about why they chose Nava Benefits.

Shift4 was one of Nava's very first clients! They are based in Allentown, PA and have about 1,200 employees located throughout the country. Nava has been instrumental in helping to transition this client from fully insured to self funded, which has given them greater flexibility with plan design and cost containment programs. In addition, the Nava team has been readily available to assist the client with future Merger and Acquisition benefit reviews and claims projections. Most recently, we evaluated unbundling their self funded medical plan administration, stop loss insurance and pharmacy benefit administration.

APPENDIX

48 Point Service Plan PW: OpenEnrollmentByNava
Sample Communication Calendar PW: OpenEnrollmentByNava
Sample Benefits Guide PW: OpenEnrollmentByNava
Sample Actuarial Finance Reporting PW: OpenEnrollmentByNava
Proposed Timeline PW: OpenEnrollmentByNava
Boardriders Press Release
Letter of Transmittal
Exhibit A: Indemnification and hold harmless agreement and waiver of subrogation and contribution
Exhibit B: References
Exhibit C: Insurance
Exhibit D: Bidder's List of Subcontractor (DBE and Non-DBE)

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

HUMAN RESOURCES DEPARTMENT

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint

venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____ Dated

Dated _____ Dated

Dated _____ Dated

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: Bryan Davis

Business Address: 228 Park Avenue S, PMB 97880, New York, NY 10003

Contact Person: Kayly Hill

Email Address: kayly@navabenefits.com

Phone: 203-738-9814

Fax

Signature of Authorized Official:

Bryan Davis

Bryan Davis (Nov 17, 2022 12:12 PST)

Typed or Printed Name: Bryan Davis

Title: National Practice Leader

Date: November 17, 2022

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Consultant's License No. 0L57929

Expiration Date: 03/31/2023

License Classification: Resident Insurance Producer (Accident and Health, Life qualifications)

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Employee Benefits Insurance Broker Services

Indemnitor(s): Bryan Davis

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: Bryan Davis *(Print)*	Name: _____ *(Print)*
By: Bryan Davis Bryan Davis (Nov 17, 2022 12:12 PST) *(Signature)*	By: _____ *(Signature)*
Title: National Practice Leader	Title: _____
Date: November 17, 2022	Date: _____

NAVA

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**	LSA Associates	
	Person of Contact:	Michele Douglas	
	Phone Number:	949-553-0666	
	E-mail Address:	Michele.Douglas@lsa.net	
	Address:	20 Executive Park, Suite 200	
	City, State, Zip Code:	Irvine, CA 92614	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**% of Premium**
		Award Date:	March 1, 2022
		Term of Contract:	Annual
		Description of Work:	Brokerage Services

2	**Project City/Agency/Other:**	Boardriders	
	Person of Contact:	Julie Edwards	
	Phone Number:	714-889-3913	
	E-mail Address:	julie.edwards@boardriders.com	
	Address:	5600 Argosy Ave, Suite 100	
	City, State, Zip Code:	Huntington Beach, CA 92649	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**% of Premium**
		Award Date:	July 1, 2022
		Term of Contract:	Annual
		Description of Work:	Brokerage Services

3	**Project City/Agency/Other:**	Shift4	
	Person of Contact:	Min Chung	
	Phone Number:	888- 276-2108	
	E-mail Address:	min.chung@shift4.com	
	Address:	2202 North Irving Street	
	City, State, Zip Code:	Allentown, PA 18109	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$25 PEPM plus % of premium**
		Award Date:	August 10, 2020
		Term of Contract:	Annual
		Description of Work:	Brokerage Services

EXHIBIT C

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to

the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

F. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

NAVA

EXHIBIT D

PRICE SUMMARY SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

	DESCRIPTION	FIXED ANNUAL RATE
A	CONTRACT YEAR 1	Takeover current commission arrangement
B	CONTRACT YEAR 2	% of premium
C	CONTRACT YEAR 3	% of premium
Total for initial 3 year contract period		TBD

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	% of premium
E	CONTRACT YEAR 5	% of premium

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.

Please include above any other potential additional services that may be required and associated costs. (Attach your hourly and expense schedule for any additional work outside of scope of services.)

COMPANY NAME	Nava Benefits
ADDRESS	228 Park Avenue S, PMB 97880
TELEPHONE & FAX	855-485-2111
EMAIL ADDRESS	kayly@navabenefits.com
AUTHORIZED SIGNATURE	Kayly Hill Kayly Hill (Nov 17, 2022 12:11 PST)
SIGNATURE'S NAME AND TITLE	Kayly Hill, Director of Strategic Accounts
DATE SIGNED	November 17. 2022

NAVA

EXHIBIT E

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone / Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)** ☐
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		☐
City State ZIP		☐ > $15 million		Age of Firm (Yrs.) ☐
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		☐
City State ZIP		☐ > $15 million		Age of Firm (Yrs.) ☐
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	< $15 million		
City State ZIP		> $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only ☐ (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		☐ Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4062
WITH ADVOCATE, INC. dba NAVA PARTNERS INSURANCE SOLUTIONS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 14, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ADVOCATE, INC. dba NAVA PARTNERS INSURANCE SOLUTIONS (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide employee benefits broker and consulting services; and

WHEREAS, the CONSULTANT 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; and

WHEREAS, the CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated October 13, 2022 ("RFP No. 23-3"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement and its Exhibits, including but not limited to:
b. RFP No. 23-2, attached hereto as **Exhibit "A"**;
c. The CONSULTANT'S Proposal dated November 17, 2022 and "Best and Final Offer" to RFP No. 23-3 dated December 6, 2022, attached hereto as **Exhibit "B"**; and
d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 23-3 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONSULTANT shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONSULTANT shall be compensated at a sum not-to-exceed **One Hundred and Fifty Thousand Dollars ($150,000)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONSULTANT within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **December 14, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as provided in Section 8 herein. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and

its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be

available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Consultant shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to

the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or

misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or

counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Human Resources Department Attn: Nicholas Razo, Director of Human Resources 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 -1200 x 419 nrazo@cityofmontebello.com
If to Consultant:	Advocate, Inc. dba Nava Partners Insurance Solutions Attn: Kayly Hill, Director of Strategic Accounts 228 Park Ave S, PMB 97880 New York, NY 10003 (203) 738 - 9814 kayly@navabenefits.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**ADVOCATE, INC. dba NAVA PARTNERS INSURANCE SOLUTIONS**
_____	_____
René Bobadilla, City Manager	Kayly Hill, Director of Strategic Accounts
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 23-3
- Exhibit B – Consultant's Scope Of Services

Exhibit “A”

RFP No. 23-3

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

October 13th, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:
https://www.planetbids.com

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INTRODUCTION

The City of Montebello (City) is soliciting proposals from highly qualified insurance brokerage firms (Broker) to provide employee benefits broker and consulting services.

The City currently has approximately 400 active employees and 200 retirees enrolled in group benefit plans. The City is particularly interested in a Broker that can provide creative and innovative approaches, with a proven track record, that enable the City to maintain quality programs and contain or reduce costs. The selected Broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, and improvement of the City's employee insurance benefits.

The selected Broker shall provide services including, but not limited to:

- Partnering with the City to design and develop a short and long-range benefits strategy plan.
- Provide subject matter expertise and support to current programs including dental and vision insurance plans, short and long-term disability, and Employee Assistance Program (EAP) benefits.
- Research and present considerations for other programs, such as voluntary/ancillary benefits.
- Review employee cost sharing annually and recommend changes based on strategies that drive value and maintain a competitive position.
- Review and report claims activity and provide recommendations for managing costs.
- Negotiate annual renewals with all insurance vendors.
- As needed, prepare bid specifications and solicit proposals from insurance markets that specialize in group insurance plans. Evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identify the most cost-beneficial package from among the various bidders.
- Review all plan contracts and summary plan descriptions.
- Assist with creating customized enrollment guides, plan summaries, and materials for open enrollment, new hires, and recruiting.
- Assist with developing benefits presentations and announcements, and conducting open enrollment meetings.

DATE: October 13, 2022

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL NO. 23-3

TITLE: CITY OF MONTEBELLO

BENEFIT INSURANCE BROKER SERVICES

The City of Montebello (City) is soliciting proposals from highly qualified insurance brokerage firms (Broker) to provide employee benefits broker and consulting services.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be with the following person [or his designated representative if applicable] only.

Name: Rohan Anderson
Title: Senior Procurement Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will receive a response in accordance with the guidelines contained herein. Responses will be provided in writing to all prospective proposers and posted on the City's website. Responses to questions or comments regarding Request For Proposal, No. 23-3 (RFP No. 23-3), provided by any other department or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, November 17, 2022, 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFP No. 23-3. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective proposers that the City will require that each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under RFP No. 23-3, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with the City. For more information on City's Civil Rights Program, and the procedures to file a complaint, contact:

Name: Nicholas Razo
Title: Director of Human Resources
Address: 1600 W. Beverly Blvd
Montebello, CA 90640
Telephone: (323) 887-1200

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	**Scheduled Date**	
Issuance of RFP	Thursday	October 13, 2022
Deadline to Submit Questions	Thursday	October 27, 2022 at 3:00 PM PST
Responses to Questions Provided	Tuesday	November 1, 2022
Deadline to Submit Proposals	Thursday	November 17, 2022 at 3:00 PM PST
Presentations & Intent to Award	Week of December 11, 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the proposal. Failure to return this checklist may be cause for considering the proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 31	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	
	OPTIONAL ITEMS		
9	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the official City website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **3:00 p.m. on Thursday, November 17, 2022.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2“x11” paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and the proposers references have been checked. All proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this Request for Proposal (RFP).

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the proposer’s submitted proposal for review by the City. It shall be the City’s right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. A proposer submitting a basic conforming proposal may choose to submit alternate proposals as complete and separate offers if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. All alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under RFP No. 23-3, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is

capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in RFP No. 23-3, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in RFP No. 23-3 will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the www.PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 pm, Thursday, October 27, 2022.** No questions will be answered individually by the City or the Human Resources Department.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all proposers in accordance with the procurement schedule for RFP No. 23-3. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Brokers must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No proposing Broker shall at any time after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Broker and clarified before the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City before the scheduled deadline for proposal submission or within six months following the scheduled deadline for proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal it shall be signed and the full name and address of the proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. A certified letter is to be included in the proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City

- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including, but not limited to the following:
    a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
    b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the City's opinion, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All proposers are hereby put on notice that each proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of a joint

venture or partnership between two (2) existing proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-consultants of successful proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, the proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation number (RFP).
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the proposal due date; or within five (5) days after proposal opening. If the protest does not comply with the preceding requirements it may not be evaluated and may be returned to the protestor.

All protests shall be submitted to the contact person identified in this solicitation.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful proposer.

TIME OF COMPLETION

The Broker time shall commence from the date provided on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the RFP. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed

because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the Broker, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Broker and the City.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**.

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, the City prior to becoming a Contract modification.

Contract Termination: The City may terminate any resulting agreement for convenience at any time by giving the Broker written notice thereof. Upon termination, the City shall pay the Broker the allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by the City to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, the City shall pay the Broker a percentage of the project, which relates to work accomplished to date of termination in accordance with the agreement. The effective date of termination shall be the date of Notice of Termination.

In the event the Broker breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, the City may immediately terminate the agreement for default. The Broker shall be liable for any and all costs incurred by the City as a result of such default.

SCOPE OF CONTRACT

The Broker shall provide all services necessary as per the Scope of Work described in this RFP.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Broker provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Broker in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The agreement resulting from this RFP will be awarded to the responsive and responsible proposer whose proposal, conforming to the requirements of RFP No. 23-3, is determined to be the most advantageous ("Best Value") to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFP's.

An Evaluation Committee comprised of City staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected proposer prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award an agreement to the proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

Point of Contact

This RFP is issued by the City, and the Senior Procurement Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello
Attention: Rohan Anderson,
Senior Procurement Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective proposers via www.PlanetBids.com.

EVALUATION OF PROPOSALS

The City uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to the City.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of City staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

The City will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the proposer is operating under a fictitious name or trade name, provide evidence that the proposer has filed for and/or registered the fictitious name with the county where the proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Human Resources.

The committee may ask the proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the proposer whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Broker's qualitative proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	10 points
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of employee benefits and insurance programs; evidence of the ability to provide service in a prompt, thorough, innovative, and professional manner; and adequacy of labor commitment.	15 points
3	**Qualifications and Experience** Demonstrate experience completing employee benefits broker and consulting services projects of the same or similar magnitude; experience with creative cost containment methods; experience, reputation, and ability to reach a wide array of insurance markets and provide innovative services; record of completing work on schedule; strength and stability of the firm; presentation of a catalog of employee benefit broker experience and expertise most advantageous to the City.	25 points
4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	**80 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The proposer's price proposal will be compared to the proposal with the best value to the City. The best value responsive price will receive the total weighted value for this criterion.	20 points
	TOTAL	**20 points**

All other price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 20 (Total Points Available for Price Evaluation).

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The proposer shall possess the capability and expertise required to complete the following tasks:

A. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefits administration pertaining to public employers.
B. The proposer shall have at least three (3) consecutive years of experience in California providing broker and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the City's.
C. The proposer shall have experience working with labor unions and advisory committees.
D. Utilize subject matter experts and deep industry knowledge to edit, create, execute, and/or update long and short-range plans designed to improve the effectiveness of employee benefits and insurance programs.
E. Demonstrate the ability to design traditional and multimedia content including surveys, presentations, spreadsheets, handouts, pamphlets, web content, audio recordings, and videos for internal and external stakeholders.
F. The proposer shall possess knowledge of applicable laws, regulations, and codes and shall be familiar with local conditions and trends relating to group insurance in California.
G. Provide accurate and professional cost estimates and expense projections for a variety of goods and services associated with the employee benefits insurance broker services.
H. Demonstrate strong communication and coordination skills with City staff and outside parties in a constructive solution-focused style.

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

A. List and describe a minimum of three (3) projects or experiences, similar in nature to the project contemplated in this RFP, which the proposer is currently performing or has performed within the last thirty-six (36) months.
B. The firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
C. The firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
D. The firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
E. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).
F. The firm possesses a professional staff with (5) years of knowledge and expertise to provide the Employee Benefits Broker and Consulting Services Project.
G. Financial capacity.

SECTION 4 – SCOPE OF WORK

The City is soliciting proposals from highly qualified Brokers to provide employee benefits broker and consulting services. The City is seeking a Broker to perform services related to the design, implementation, maintenance, communication, and improvement of employee benefits and insurance programs.

The Broker shall provide the services outlined in the Scope of Work, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms.

The selected Broker shall provide services including, but not limited to:

Broker Services and Strategy:

- Health care benefits program development and management
  (i.e., Medical, Pharmacy, Dental, Vision, Life, Disability, Supplemental/Voluntary Benefits, Absence and Leave, FSA/HRA/HSA, COBRA)
- Semi-annual strategic planning meeting and development of multiyear approach
- Annual budget renewal meeting, vendor scorecard, and stewardship
- 48-point Service Calendar
- Carrier renewals, RFP's and negotiation
- Benefit plan design and cost modeling
- Claims and utilization analysis
- Underwriting and actuarial services (IBNR)
- Alternative funding analysis
- Employee contribution modeling
- Wellness planning, and onsite clinic feasibility analysis
- Benchmarking

Open Enrollment Support and Employee Communications:

- Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, and new delivery systems to make long-term projections
- Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications, and quality of current employee and retiree benefit plans
- Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
- Annual estimates of renewal rates and cost trends and assist City staff in preparation of budget figures
- Conduct thorough and applicable market research in preparation for contract renewals.
- Representation at Insurance Committee meetings on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards
- Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable

- Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals
- Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City
- Provide communication development and support for the annual open enrollment period, new benefit offerings, and/or changes to the existing benefits offerings
- Attendance at, and assistance with, coordination of Open Enrollment meetings

Compliance:

- Assist the City to ensure that programs are in compliance with State and Federal regulations
- Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs
- Provide on-site training to City staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan; non-discrimination testing
- Annual Form 5500 data collection and filing
- Wrap Plan Document and Summary Plan Description
- Annual Legal Notices and Disclosure
- Assist City staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans
- Guided HR compliance via Mineral Platform

Technology and Tools:

- Online Decision support
- White glove concierge Navigation & Advocacy 24/7 support
- Enrollment Mobile Application
- Benefits Search Engine

Other Service Requirements:

- Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee health-care costs, both in the short-term and in the long-term
- Recommend and help develop enhancements and improvements for communications specific to the needs of the City's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation
- Provide timely research and responses to technical questions posed by City staff
- Provide regular and timely communications needed for the effective administration of benefit plans
- Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration
- Assist with the presentation content for labor and management benefits meetings and/or City Council meetings

- Provide access to published benefit-related survey information
- Develop additional benefits communications specific to the needs of the City's employees.
- Attendance at, and assistance with, meetings with the City Council, City staff and labor groups
- Recommend that City staff attend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the City
- Develop and/or assist in developing and evaluating employee needs and satisfaction surveys

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2022, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional consultant to provide Employee Benefit Broker and Consulting Services ("Project"); and

WHEREAS, CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONSULTANT responded to CITY's Request for Proposal dated October 13, 2022 (RFP No. [23-3]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONSULTANT shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONSULTANT shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONSULTANT shall be compensated a sum not-to-exceed $……(the "Maximum Compensation") for performance of the Professional Services as set forth in the

Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONSULTANT shall provide an itemized billing statement to CITY each month for Professional Services performed. CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.

SECTION 2. TERM.

This Agreement shall commence on ……, 2022 , and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 8 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

A. RFP No. 23-3;
B. Proposer's [DATE] Proposal for the Citywide Employee Benefits Insurance Broker Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

A. CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONSULTANT hereunder, in meeting its obligations under this Agreement.

C. CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONSULTANT shall have the right to retain, subject to CITY's written approval, additional individuals, Consultants, or sub-Consultants to assist in the completion of services as herein defined. Compensation for additional individuals, Consultants, or sub-Consultants shall be the sole and exclusive responsibility of the CONSULTANT.

E. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in Exhibit "A." Upon CITY providing twenty-four (24) hours advanced prior notice, CONSULTANT shall make all records, invoices, time cards, cost control sheets and other records maintained by CONSULTANT in connection with this Agreement available during CONSULTANT regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONSULTANT for such reuse.

SECTION 5. WORK PRODUCT.

A. All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

B. Documents are provided in CONSULTANT's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONSULTANT, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONSULTANT under this

Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Human Resources Director shall have the right of general supervision of all work performed by CONSULTANT and shall be CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. **Termination for Cause**. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONSULTANT, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONSULTANT. CONSULTANT and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. **Termination for Convenience.** CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONSULTANT at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONSULTANT shall be reimbursed for any "non-refundable" costs that CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONSULTANT prior to the date of termination; (2) that CONSULTANT provides CITY with adequate proof that CONSULTANT incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the SOW or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONSULTANT for its performance of services under this Agreement. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONSULTANT during the Term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

A. CONSULTANT is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONSULTANT except as expressly set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONSULTANT for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT's employees or CONSULTANT's sub-Consultant for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or sub-Consultant with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONSULTANT or any employee, agent, or sub-Consultant of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and sub-Consultant providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONSULTANT shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **One Million Dollars and Zero Cents** ($1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Consultants, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONSULTANT further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake

self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONSULTANT's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONSULTANT shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONSULTANT shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONSULTANT maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its sub-Consultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least a: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

At all times during the Term of this Agreement, CONSULTANT shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONSULTANT shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are

primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents or sub-Consultant, from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. 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, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONSULTANT to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-Consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-Consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any

action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual

signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONSULTANT
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, sub-Consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONSULTANT will take affirmative action to ensure that sub-Consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONSULTANT and its officers, employees, associates and sub-Consultant, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONSULTANT further covenants that it presently has no interest and shall not acquire any

interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONSULTANT. CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO	**CONSULTANT**
René Bobadilla City Manager	Name and Title
Dated:	Dated:

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

HUMAN RESOURCES DEPARTMENT

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____	Dated _____
Dated _____	Dated _____
Dated _____	Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

_____

Typed or Printed Name

_____

Title

_____

Title

_____

Date

_____

Date

_____

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

_____ _____

For Proposals requiring licenses the following information is required:

Consultant's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Employee Benefits Insurance Broker Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

F. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D

PRICE SUMMARY SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

	DESCRIPTION	FIXED ANNUAL RATE
A	CONTRACT YEAR 1	$
B	CONTRACT YEAR 2	$
C	CONTRACT YEAR 3	$
Total for initial 3 year contract period		$

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	$
E	CONTRACT YEAR 5	$

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.

Please include above any other potential additional services that may be required and associated costs. (Attach your hourly and expense schedule for any additional work outside of scope of services.)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

EXHIBIT E

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

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Exhibit “B”

CONSULTANT’S SCOPE OF SERVICES

NAVA

Request for Proposal:
Employee Benefits Insurance Broker Services

Prepared for:

November 17, 2022

Dear City of Montebello Team:

Thank you for giving Nava Benefits the opportunity to submit our response to your Request for Proposal to provide employee benefits insurance broker services.

Nava is on a mission to bring high quality and affordable healthcare to all Americans. Our approach is simple: we bring together the best benefits talent in the industry and empower them with cutting edge technology and benefits innovation to deliver outcomes that align to our mission. We are excited about the opportunity to partner with your team and are committed to going beyond the core services you have come to expect from a traditional benefits broker to deliver an experience for your HR team and your employees that is unlike any other brokerage.

I believe that an ideal partner to City of Montebello will demonstrate the ability to function as a true extension of your HR team 365 days a year, be financially aligned and accountable to deliver on their promises, and deploy innovative benefits programs and technology that have a measurable impact on your employees benefits experience, retention, and your bottom line.

In this RFP response we aim to demonstrate why we are in the best position to positively impact your organization through our key differentiators including:

- Nava functions as an extension of your HR team by taking ownership of all benefits administration and ensuring employees have an exceptional experience. Unlike traditional brokerages, we offer year-round support with a detailed 48-point service plan, and the fastest response times in the industry.
- We deliver a Fortune 500-level benefits experience by utilizing cutting-edge technology which both enhances the employee experience and reduces plan cost.
- Nava is breaking ground on a new era of radical transparency in the benefits brokerage space by offering clients full insight into our broker pay model, as well as the industry's first (and only) money back guarantee.

We appreciate you allowing us this opportunity to earn your trust!

Sincerely,
Kayly Hill
Director of Strategic Accounts
Kayly@navabenefits.com
203-738-9814

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the proposal. Failure to return this checklist may be cause for considering the proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	KH
2	Letter of Transmittal	Page # 31	KH
3	Licensing, Permits, Certificates, and Taxes	Page # 11	KH
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	KH
5	References	Exhibit B	KH
6	Insurance	Exhibit C	KH
7	Cost Proposal Sheet	Exhibit D	KH
8	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit E	N/A
	OPTIONAL ITEMS		
9	Requests for exceptions or deviations.	Page # 8	N/A

Company Name:	Nava Benefits
Name of Proposer initialing document (print):	Kayly Hill
The email address of Company Contact:	kayly@navabenefits.com
Signature: Kayly Hill Kayly Hill (Nov 17, 2022 12:11 PST)	Kayly Hill Kayly Hill (Nov 17, 2022 12:11 PST)
Title:	Director of Strategic Accounts
Date:	November 17, 2022

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III. Project Management Plan
IV. Tools and Technology
V. Client Support
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VII. Compensation and Pricing Philosophy
VIII. Qualifications and Experience
IX. Appendix

COMPANY OVERVIEW

Founded in December 2019, Nava Benefits is a Delaware C Corp, and operates nationally as a licensed brokerage. We are co-founded by Thrive Capital, a leading venture capital firm with $8B under management and deep expertise in the healthcare space. We have capitalized the business with $40 million in funding to date, bringing together like-minded investors and partners to accelerate our ability to fulfill our mission of delivering high quality, affordable healthcare to all Americans. Nava has brought together cross-functional experts across benefits, healthcare and insurance, and supports them with operations, technology, and marketing tools and playbooks that enable us to build a unique benefits offering.

Nava is on a mission to bring high-quality, affordable healthcare to all Americans, starting with the 49% who receive healthcare through their employer-sponsored benefits. We feel that the lack of innovation in the traditional brokerage space is hindering health outcomes for millions of families and believe that building a better benefits brokerage is a crucial step towards building a better healthcare marketplace. Nava is a benefits brokerage designed to do that.

With a diligent commitment to transparency, we have aligned our financial incentives with employers and their employees and are slashing the hidden mark-ups and carrier commissions that are all too common among other brokerages. To ensure that your benefits remain competitive both in cost and quality, we have partnered with the nation's leading benefits and HR professionals that make up Nava's Benefits Advisory Board to bring their playbook to the masses. Our team believes in the value of tech-enabled human support for our clients to save you both time and money. We have a dedicated support team with deep industry knowledge and are building technology that shifts power from industry goliaths into the hands of consumers.

PROPOSED PROJECT TEAM

The following team of individuals will be dedicated to supporting the City of Montebello team and its employees:

Kayly Hill, Director of Strategic Accounts - Relationship Manager & Strategic Partner

Formerly USI's Assistant Vice President, Kayly's 20-year career has provided deep industry knowledge to serve employers of all sizes and industries. In her prior roles, she spent time at Cigna in the National Accounts Underwriting division, as well as with Aon and Gallagher consulting with large employer clients. During her time at Aon, she focused specifically on servicing municipality clients (Cities, Towns and Board of Education) and understands the complexities that collective

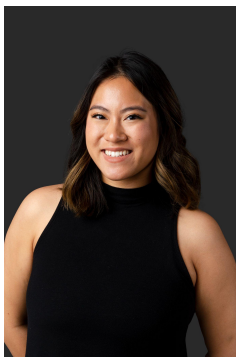
bargaining agreements may have on employee benefits.

Kayly brings creative solutions to her clients that save them money while improving the lives of their employees. She joined Nava to revolutionize traditional brokerage services for small and mid-size companies by driving meaningful change through a transparent feedback loop and by bringing them the tools and strategies enjoyed by America's largest employers.

Nick Severson, Client Manager - Main Day-to-Day Contact

Nick has over a decade of experience as a Client Manager. His experience ranges from a tech startup in Chicago that created a virtual employee benefits counselor, to the largest privately held brokerage in Orange County. Nick brings a creative and technological background to the traditional broker space and has passion for innovation and his clients.

Micky Nguyen, Benefits Analyst - Second Day-to-Day Contact



Micky is a Benefits Analyst with 5 years of industry experience. Micky began her career as a Wellness Consultant at Marsh and McLennan Agency and migrated to the service side to become a Benefits Analyst. Here at Nava, Micky brings a personalized touch to her accounts by making sure she builds strong relationships with both the clients she supports and their employees. She aims to assure that the client experience is nothing short of stellar.

Bryan Davis, National Practice Leader - Benefits Consulting Lead

Nava's National Practice Leader with over 20 years of industry experience. Bryan formerly held Consulting and Leadership positions with Aon, Mercer, and Optum. Prior to joining Nava, Bryan was the Market Leader for Lockton in Northern California and Oregon. Bryan has experience and expertise in creating value for clients through creative strategies and innovative design. His role at Nava is to provide thought leadership to our clients and drive innovation to ensure an exceptional client experience.

John Capecelatro, VP of Operations - Vendor Evaluation, Operational Support

Nava's Vice President of Operations with nearly a decade of industry experience. John formerly worked for PillPack, which was acquired by Amazon. PillPack now functions as Amazon Pharmacy. His role at Nava is similar to his role at PillPack, which is to develop and distill data for the benefit of the client. He continually pairs with Nava's product development team to deliver a superior client experience.

PROJECT MANAGEMENT PLAN

Nava's Benefits Strategy for City of Montebello:

After analyzing the data that was provided, we have identified a few reflections of what we heard and developed a phased-in strategic approach to accomplish City of Montebello's benefits program goals:

City of Montebello is currently fully insured and offers medical insurance through the CalPERS pool arrangement. The enrollment is spread across 16 medical plans (HMO, PPO, and Medicare) and 5 carriers (Anthem, Blue Shield, HealthNet, Kaiser and United Healthcare). Although there are multiple plan options, the majority are covered under Kaiser and Anthem. The City contributes about 80% towards aggregate medical costs and employees contribute approximately 20%. This cost share arrangement is aligned with industry standards, however, the City's goal is to increase employer contributions to roughly $1,800 per month to be more aligned with local cities.

While offering multiple plans is robust, it is confusing for members to select which plan is best for them. And without any claims reporting or utilization data, it is difficult to determine if the benefit plans are priced competitively.

We recommend a crawl-walk-run strategy to deliver better benefits and lower costs, along with customized employee communications that will make offerings easy to understand.

In phase 1 (crawl), we would continue with our assessment of the current state of benefits and costs. We would expand our analysis to include the ancillary plans: dental, vision, life and disability, supplemental benefits and voluntary plans (e.g. pet insurance). In our initial marketing efforts, we saw about 10% in savings for medical, dental and vision plans alone.

In phase 2 (walk), we would (re)issue RFPs for all lines of coverage and recommend terminating any pooled arrangements like CalPERs. The savings achieved would help to increase the City's contributions closer to the benchmark of $1,800 per month. We would also implement the Nava decision support and care navigation tools to assist employees in choosing and using the right medical plan for them and their families.

In phase 3 (run), Nava would model alternative funding arrangement types such as level-funded or self-funded for additional savings opportunities. We would also explore outsourcing options for retiree benefits and administration.

We look forward to the opportunity to discuss this strategic approach in further detail should we be selected to advance to the next phase of broker selection.

Broker Services:

Nava offers a comprehensive 48-point service plan that provides a roadmap for complete and proactive support. Being organized and ahead of the curve allows our team to offer the City of Montebello the best possible client experience, and gives us time as a team to make decisions that enhance your employee benefits program.

Sample 48-point service plan PW: OpenEnrollmentByNava

This annual service plan was created with input from industry veterans on the key requirements and timing for a successful health & welfare plan. These requirements include:

- A strategic focus on compliance, education, transparency.
- A structure to allow us to act as an extension of your HR team.
- A focus on proactivity — timing is everything.
- Clear delineation of task assignments so that each team member is aware of who is covering what.
- The ability to be customized. This plan will be yours and yours alone.

At Nava we know that effective communication can make or break the employee experience. That's why we ensure smooth sailing through a combination of personalized outreach and diligence.

We create custom, easy-to-follow benefit guides for your employees. We offer open enrollment support both in-person and virtually to ensure that no matter where your team is, they feel supported.

Sample Benefits Guide PW: OpenEnrollmentByNava

We keep the lines of employee communication open through surveys that give us and your team workable data and direction.

We also create a custom communications calendar through collaboration with your team that covers scheduled monthly outreach to members. Everything from what we cover, when we send it, to whom and what is said is all unique to your team and goals. This ongoing communication drives awareness, utilization of tools and resources, and provides ongoing education.

Sample Communication Calendar PW: OpenEnrollmentByNava

Finally, we provide a human-first, high-touch approach to innovative tech solutions to help level up your employees' experience and use of their benefits throughout the year. We know that every employee population has unique needs and values, so we'll work with you to determine which tools might be helpful and how best to roll them out to your employees.

In order to ensure continuity of services and avoid disruption, our team has put together the proposed timeline below for transitioning the City of Montebello to Nava.

Proposed Transition Timeline PW: OpenEnrollmentbyNava

Policy Reviews: Nava will assist the City of Montebello team in the review and development of provisions in contractual agreements relative to City of Montebello's activities.

In addition to delivering traditional actuarial finance reporting on claims data (inclusive of financial updates and IBNR estimates), we provide advanced analytics that go beyond monthly spend to highlight cost drivers across clinical categories and service types.

Loss Exposure: Nava will periodically review and identify changes in loss exposure.

Considering a point solution to address an area of spend? Over the past five years, hundreds of employer vendor solutions have come into the market proclaiming to reduce cost of care. To ensure you get the most return on your healthcare investment, we run actuarially rigorous vendor impact assessments that support you throughout the commercial lifecycle. This covers evaluating vendor opportunities given your population's experience and needs, designing and negotiating alternative pricing / contracting arrangements (e.g., value / risk-based contracts), and monitoring performance/outcomes.

Additionally, we review carrier/vendor/TPA policy documents & certificates of coverage for accuracy and have a legal team to review and provide feedback as needed.

TOOLS AND TECHNOLOGY

We have a unique focus on the power of technology and the impact it can have on benefits. Healthcare as an industry is archaic in the way it operates. We want to change that. We are one of the first firms, if not the only, to track service request tickets, and related service level agreements (SLAs) in order to provide essential trend data and metrics to continuously

improve your offering.

At Nava, we take a human approach to human problems, but know that the right tech can streamline and enhance how your employees use their benefits. We take a personalized approach to each client's employee base and goals to determine which tech can best complement their plans and improve the user experience and adoption rate. All of these tools are included with Nava's services at no additional cost.

A few of those tools include:

- ALEX by Jellyvision - A decision support tech to help your employees make informed benefit elections. Your HR team can direct new hires to use this instead of 1:1 sit downs saving you time and energy.
- Rightway - an employee navigation and issue support concierge available 7 days a week, 365 days a year with extended hours and bilingual capabilities.
- Flipsnack - A virtual benefits guide that is easy to read and share.
- Supplemental configuring, testing and management of your benefits administration platform by our team of benefits tech experts.
- Nava SupportDesk - Timely help from the Nava team you know — never a stranger. Plus trend data on employee requests.
- Virtual mental health support for employees.
- Cerebrae - Software designed to define, forecast, and validate the financial ROI of healthcare.

We also have an internal product team. Take a look at our competitors - do they have software engineers on their team? Are they innovating and pushing the envelope in this industry?

Nava believes that fixing healthcare in America relies on empowering HR leaders with the data and insights to become better buyers of benefits. Finding the right benefits for your employees should be much simpler than it is currently, so we've built first of its kind technology that makes it easier to find and compare employee benefits. Our community-driven Benefits Search Engine allows HR professionals with a streamlined way to access today's digital health innovation so you can compare and buy with ease, all in a trusted environment powered by the insights from your peers. This tool also provides benchmarking metrics on the breadth, depth, and competitiveness of their benefits offering which allows organizations to stand apart from their competition.

Part of being a successful tech-enabled firm includes continuously monitoring and vetting new solutions as they come to market. If a better offering for our clients presents itself, we will always consider it and present it to our clients if deemed a good fit based on their goals.

Additionally, our team is dedicated to holding our clients' partners (vendors, carriers, etc) accountable. We are continually evaluating usage to ensure your company and your

employees are taking advantage of available resources in order to get the most value out of your investments.

CLIENT SUPPORT

Nava subscribes to a consistent, 365-day a year approach to plan performance. Our team is guided by our 48-point annual service plan that provides a roadmap for comprehensive and proactive support. This means your team always knows what is coming down the pipeline for planning and when to expect it.

This includes a monthly claim review that reviews your updated plan cost vs. budget and renewal forecast, benchmarks against your peers, and an actuarial review. We also have an employee advocacy tool which provides monthly utilization reports to identify trends and areas needing support. We have quarterly business review meetings with our clients to review all these statistics, discuss any changes or red flags and coordinate any strategy adjustments as needed. Additionally, we are one of the first firms, if not the only, to track service request tickets and related service level agreements (SLAs) in order to provide essential trend data and metrics to continuously improve your offering. This ensures all parties are on the same page.

As previously mentioned, with Nava you will have a dedicated service team - including a Director of Strategic Accounts; Client Manager; Benefits Analyst; Compliance Resources; Legal, Marketing, Product and Operations teams – all by your side and available directly by phone or email. Our team brings vast experience from a range of reputable brokerages including USI, Lockton, Marsh, Willis Towers Watson, and Hub to name a few. We manage eligibility in-house (adds/terms/changes), tracking, reporting, and billing audits as well as open enrollment support. We also offer Nava SupportDesk, our real time issue tracking and reporting platform, to deliver the industry's fastest average response time of under 4 hours. When you reach out, you'll always be connected to someone you know - never a stranger. Furthermore, Kayly is always available to discuss questions or concerns that may arise.

We complement all of this with Rightway, a cutting-edge employee navigation and issue support concierge available 7 days a week, 365 days a year with extended hours and bilingual capabilities. This is offered at no additional cost through working with Nava.

Finally, service and reporting are at the cornerstone of our work so that we hold ourselves accountable to delivering a great benefits experience to you and your employees. This is all part of our promise with the Nava Performance Guarantee.

OPEN ENROLLMENT AND COMMUNICATION

At Nava we know that effective communication can make or break the employee open enrollment experience. That's why we ensure smooth sailing through a combination of

personalized outreach and diligence. We curate a set of tools to make sure your employees have support every step of the way.

That starts with choosing your benefits. We create custom, easy-to-follow benefit guides for your employees, to be sure that they truly understand their plan options before making a selection. We offer open enrollment support both in-person and virtually to ensure that no matter where your team is, they feel supported and all questions are addressed.

Sample Nava Benefits Guide PW: OpenEnrollmentByNava

When our clients have multiple plans to choose from, we pair these guides with ALEX by Jellyvision, an interactive (and fun!) enrollment experience backed by behavioral science to guide employees towards the best plan for their health needs. This technology typically saves both employees and employers money by reducing the risk of over-insuring for one's predicted medical needs. It also leaves employees feeling significantly more confident in their benefits selections.

In parallel, our team keeps the lines of employee communication open through surveys that give us and your HR team actionable data and direction.

We also create a custom communications calendar through collaboration with your team that covers scheduled monthly outreach to members. Everything from what we cover, when we send it, to whom and what is said is all unique to your team and goals. This ongoing, proactive communication drives awareness, proper utilization of tools and resources, and provides ongoing education.

Sample Communication Calendar PW: OpenEnrollmentByNava

To ensure employees always have expert support around their benefits, Nava offers an always-on care advocacy and navigation experience via an intuitive mobile app, available 7 days a week, 365 days a year with expanded hours and bilingual capabilities. Employees use this concierge experience for any health or benefits related question from booking an in network doctors, reviewing a bill for errors, to getting guidance on the best next steps following a diagnosis.

COMPENSATION AND PRICING PHILOSOPHY

Nava's mission is to provide high-quality, affordable healthcare for all Americans, focusing first on employer-sponsored healthcare. A fundamental pillar of this is transparency and accountability. There are 3 important distinctions in our compensation philosophy:

1. We will be **100% transparent in all fees earned** associated with the procurement and services of benefit lines.

2. Unlike most other brokers, we **do not accept any insurance carrier bonus commissions** on any of our customers. (Meaning if we choose to renew our clients with a certain carrier or move our client to a certain carrier that is because it is in the best interest of our client. Too often retention bonuses misalign interests between brokers and their clients because they align the interests of only brokers and insurance carriers).
3. We will **put 100% of our net fees at risk via the Nava Performance Guarantee**. If at the end of the year you believe we've failed to deliver, you can fire us and we'll return the fee. It's that simple.

We can be compensated on a percentage of premium or propose to be compensated on a *per employee per month* basis. If the City of Montebello prefers, we can operate on an agreed upon consulting fee, billed per month. The fee would be fixed and locked in for the year, unless the employee count or amount of work has shifted dramatically of 15% in either direction. Compensation is negotiable.

Services Included:

- Actuarial: Benchmarking, claims analysis, self-funding feasibility, experience review
- Compliance support including:
    - Access to Mineral (formerly ThinkHR) compliance platform
    - Plan document & wrap document
    - 5500 preparation, as needed
    - PCORI fee calculation, as needed
    - General compliance questions and administration
- Communications: Decision support, Care Advocates, digital (recorded & on demand), and print (benefit guides and benefit snapshots)
- Open Enrollment Support: Bilingual, in person and virtual, travel included
- Technology Advisory Services: Needs analysis, vetting, negotiation, and ongoing support
- Wellness: Program assessment, vetting, implementation, and tracking
- Nava SupportDesk - Timely help from the Nava team you know (never a stranger):
    - Provides access to trend data on employee requests
    - Tracks interactions and categorizes engagement
- Reinvestments into program specifically:
- COBRA administration
- Section 125 Premium Only Plan
- Rightway Technology - Healthcare navigation for members
- ALEX by Jellyvision Technology - Member decision support tool
- Virtual mental health support
- Cerebrae - Software designed to define, forecast, and validate the financial ROI of healthcare.

Contract Requirements:

- Month-to-month contract with a 30-day notice for termination.
- Fees at risk are total compensation received less expenses paid out as reinvestments to outside carriers or vendor-partners.

Please review Exhibit D below for our Price Summary Sheet details.

QUALIFICATIONS AND EXPERIENCE

Your Nava team is comprised of consultants with decades of experiences working in both the carriers and brokerages, with extensive underwriting experience. Specifically, Kayly has a track record of success in securing competitive renewals and proposals for clients to have an increase at or below medical trend. As a team, we leverage our experience and vendor relationships on behalf of our clients when negotiating renewals or evaluating new benefits, which has resulted in healthcare cost renewals that are 73% less and the SMB average. Our consultants are well positioned to work with senior carrier representatives to break down proposed premiums, drilling down in great detail to ensure a fair arrangement for both the customer and carrier. We recognize that time is critical, and begin the renewal process early to create a competitive environment amongst vendors and give our clients ample time to evaluate the options.

Additionally, we're always working on your behalf to proactively identify, qualify, and share the best new vendors and innovators in employee benefits. Through the work we do for our first-of-its-kind Nava Benefits Search Engine we're discovering new benefits categories and building relationships with new benefits vendors regularly. By working closely with our clients to determine needs and interests of their employee populations we are able to make recommendations for innovative benefit offerings and match them with verified vendors.

Nava is carrier agnostic and has access to the entire carrier market. The firm has not defaulted on a contract within the past five years or declared bankruptcy or been placed in receivership or been denied credit within the past three years. We have not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five years. Our firm is not currently under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws. We are licensed to do business in the state of California and can provide certificates upon request.

You can find contact information for our client references in Exhibit B below, but we would also like to provide a bit of background about these clients and our experience servicing their accounts.

Kayly has been working with LSA Associates and Boardriders since 2017. When she left her prior role to join Nava Benefits in January 2022, both LSA and Boardriders continued the partnership with her.

LSA Associates is based in Irvine, CA and has about 200 employees. This is a fully insured group that offers medical insurance through two carriers. With an appetite for change and search for fiscal savings, we issued a full marketing plan to: consolidate the medical plans to one carrier, options to offer Kaiser alongside a national network plan, as well as presented a Level Funded proposal for consideration. Overall, the client was able to retain benefits closely aligned with the benchmark and savings of 10% from current costs. We also secured a $20k wellness fund to assist LSA with their wellness program.

Boardriders is based in Huntington Beach, CA and has about 2,000 employees. Given their industry sector of retail business, they have been steadily focusing on recovery from the economic impacts of COVID. The Nava team was able to reduce their total plan costs by negotiating a renewal 50% below budget and a monthly premium credit. In addition, Nava recognized there were other areas aside from cost cutting that could greatly benefit the HR team and organization. We implemented a healthcare navigation advocacy support tool for employees and total absence leave management administration for HR. But don't just take our word for it, here's a brief press release from Boardriders about why they chose Nava Benefits.

Shift4 was one of Nava's very first clients! They are based in Allentown, PA and have about 1,200 employees located throughout the country. Nava has been instrumental in helping to transition this client from fully insured to self funded, which has given them greater flexibility with plan design and cost containment programs. In addition, the Nava team has been readily available to assist the client with future Merger and Acquisition benefit reviews and claims projections. Most recently, we evaluated unbundling their self funded medical plan administration, stop loss insurance and pharmacy benefit administration.

APPENDIX

48 Point Service Plan PW: OpenEnrollmentByNava
Sample Communication Calendar PW: OpenEnrollmentByNava
Sample Benefits Guide PW: OpenEnrollmentByNava
Sample Actuarial Finance Reporting PW: OpenEnrollmentByNava
Proposed Timeline PW: OpenEnrollmentByNava
Boardriders Press Release
Letter of Transmittal
Exhibit A: Indemnification and hold harmless agreement and waiver of subrogation and contribution
Exhibit B: References
Exhibit C: Insurance
Exhibit D: Bidder's List of Subcontractor (DBE and Non-DBE)

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

HUMAN RESOURCES DEPARTMENT

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-3

EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint

venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____ Dated

Dated _____ Dated

Dated _____ Dated

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: Bryan Davis

Business Address: 228 Park Avenue S, PMB 97880, New York, NY 10003

Contact Person: Kayly Hill

Email Address: kayly@navabenefits.com

Phone: 203-738-9814

Fax

Signature of Authorized Official:

Bryan Davis

Bryan Davis (Nov 17, 2022 12:12 PST)

Typed or Printed Name: Bryan Davis

Title: National Practice Leader

Date: November 17, 2022

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Consultant's License No. 0L57929

Expiration Date: 03/31/2023

License Classification: Resident Insurance Producer (Accident and Health, Life qualifications)

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP Employee Benefits Insurance Broker Services

Indemnitor(s): Bryan Davis

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: Bryan Davis *(Print)*

By: Bryan Davis *(Signature)*
Bryan Davis (Nov 17, 2022 12:12 PST)

Title: National Practice Leader

Date: November 17, 2022

Name: _____ *(Print)*

By: _____ *(Signature)*

Title: _____

Date: _____

NAVA

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**	LSA Associates	
	Person of Contact:	Michele Douglas	
	Phone Number:	949-553-0666	
	E-mail Address:	Michele.Douglas@lsa.net	
	Address:	20 Executive Park, Suite 200	
	City, State, Zip Code:	Irvine, CA 92614	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**% of Premium**
		Award Date:	March 1, 2022
		Term of Contract:	Annual
		Description of Work:	Brokerage Services

2	**Project City/Agency/Other:**	Boardriders	
	Person of Contact:	Julie Edwards	
	Phone Number:	714-889-3913	
	E-mail Address:	julie.edwards@boardriders.com	
	Address:	5600 Argosy Ave, Suite 100	
	City, State, Zip Code:	Huntington Beach, CA 92649	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**% of Premium**
		Award Date:	July 1, 2022
		Term of Contract:	Annual
		Description of Work:	Brokerage Services

3	**Project City/Agency/Other:**	Shift4	
	Person of Contact:	Min Chung	
	Phone Number:	888- 276-2108	
	E-mail Address:	min.chung@shift4.com	
	Address:	2202 North Irving Street	
	City, State, Zip Code:	Allentown, PA 18109	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$25 PEPM plus % of premium**
		Award Date:	August 10, 2020
		Term of Contract:	Annual
		Description of Work:	Brokerage Services

EXHIBIT C

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to

the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

F. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

NAVA

EXHIBIT D

PRICE SUMMARY SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

	DESCRIPTION	FIXED ANNUAL RATE
A	CONTRACT YEAR 1	Takeover current commission arrangement
B	CONTRACT YEAR 2	% of premium
C	CONTRACT YEAR 3	% of premium
Total for initial 3 year contract period		TBD

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	% of premium
E	CONTRACT YEAR 5	% of premium

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses.

Please include above any other potential additional services that may be required and associated costs. (Attach your hourly and expense schedule for any additional work outside of scope of services.)

COMPANY NAME	Nava Benefits
ADDRESS	228 Park Avenue S, PMB 97880
TELEPHONE & FAX	855-485-2111
EMAIL ADDRESS	kayly@navabenefits.com
AUTHORIZED SIGNATURE	Kayly Hill Kayly Hill (Nov 17, 2022 12:11 PST)
SIGNATURE'S NAME AND TITLE	Kayly Hill, Director of Strategic Accounts
DATE SIGNED	November 17. 2022

NAVA

EXHIBIT E

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone / Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)** ☐
Name	*Phone*	☐ < $1 million		☐ ES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		☐
City State ZIP		☐ > $15 million		Age of Firm (Yrs.) ☐
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		☐
City State ZIP		☐ > $15 million		Age of Firm (Yrs.) ☐
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	< $15 million		
City State ZIP		> $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only ☐ (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐ YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		☐ Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

PRICE SUMMARY SHEET (BAFO)

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Broker/Consultant), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

	DESCRIPTION	FIXED ANNUAL RATE
A	CONTRACT YEAR 1	$50,000 annually.
B	CONTRACT YEAR 2	Year 1 Commissions $50,000 annually -OR - $35.00 per employee per month (PEPM) if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*
C	CONTRACT YEAR 3	Year 1 Commissions $50,000 annually -OR - $35.00 per employee per month (PEPM) if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*
Total for initial 3 year contract period		$150,000 -OR- $470,000 if medical plans are extracted from CalPERS *

*Additional programs that Nava would offer and deduct from commissions payable, if medical plans are extracted from CalPERS:

- Decision Support (approximately $1.50 PEPM, or $9,000 annually)
- Healthcare Navigation & Advocacy Support (approximately $3.50 PEPM, or $21,000 annually)
- COBRA Administration (approximately $1.00 PEPM, or $6,000 annually)
- Total of $36,000 annually

	OPTIONAL RENEWAL PERIODS	
D	CONTRACT YEAR 4	$35.00 per employee per month if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*
E	CONTRACT YEAR 5	$35.00 per employee per month if medical plans are extracted from CalPERS * 500 Lives = $210,000 annually*

ITEM # 4

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **APPROVAL OF TASK ORDER NO. 2 AND NO. 3, UNDER MASTER RETAINER AGREEMENT NO. 3921, WITH TRANSTECH ENGINEER'S, INC. FOR BUILDING PLAN CHECK AND INSPECTION SERVICES**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Task Order No. 2 via an Engagement Letter Under Master Retainer Agreement No. 3921 with Transtech Engineers, Inc. for General Building Plan Check and Inspection Services for a not-to-exceed fee of $185,380 per year for staff augmentation and $352,000 per year for Plan Check services for a term of Two (2) years; and
2. Award Task Order No. 3 via an Engagement Letter Under Master Retainer Agreement No. 3921 with Transtech Engineers, Inc. for Building Inspection Services for the Metro Heights and Other Large Projects for a not-to-exceed fee of $210,000 for One (1) year; and
3. Authorize the City Manager to execute the agreements, on behalf of the City; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The cost of services for both of the recommended Task Orders totals $747,380 per year. This expense is covered by the revenue collected in the form of permit and plan check fees from applicants for building projects, including building and related permit fees collected from the Metro Heights project.

The total amount of building and plan check related fees collected in Fiscal Year 2021-22 were $3,000,271 (i.e., building, plumbing, electrical and mechanical permits, plan checks, etc.). The fees collected for the months of July through November for the current fiscal year are trending at a 10 to 20 percent increase relative to last year. Therefore, the anticipated fees to be collected for the current fiscal year will cover the recommended expenses for the staff augmentation, inspection and plan check services.

BACKGROUND/DISCUSSION:

On October 13, 2021, the City Council awarded Master Retainer Agreement No. 3921 to Transtech Engineers, Inc. (Transtech) for on-call construction management and inspection services. In October 2022, Transtech began providing plan check and inspection services to the Building and Safety Division of Public Works under Task Order No. 1, executed for a not-to-exceed fee of $45,000 under the City Manager's authority.

Task Order No. 1 included assessment by Transtech of the Building and Safety Division in order to determine appropriate staffing levels for the projected number and size of permit and plan check applications received in a typical fiscal year. The workload was projected using data for the number and size of the permit and plan check applications received in Fiscal Year 2021-22. Based on this assessment, Transtech has provided a proposal for general building plan check and inspection services (Task No. 2) and a separate proposal for inspection services for the Metro Heights and other large, complicated projects (Task No. 3).

ENVIRONMENTAL:

N/A

ANALYSIS:

The recommended services are summarized as follows:

Task Order No. 2 (General Building Plan Check and Inspection Services)
Task Order No. 2 consists of two categories of services for the Building and Safety Division of Public Works: 1) Staff augmentation for the general administration of the Building and Safety Division, including inspections; and 2) Plan checking services. Staff augmentation will initially consist of the following positions that are billed hourly and can be adjusted at any time to meet changes in workload and to complement changes in City staffing levels:

Staff	Hours per Week	Hourly Rate	Annual Cost
Building Official	15	$160	$124,800
Permit Tech	10	$85	$44,200
Vacation Coverage Budget	--	--	$16,380

Total: $185,380

Plan Check services are billed at the rate of 85% of the plan check fee collected and are mostly provided by Transtech staff working from their offices. This billing rate is projected to total $352,000 per year and provides Transtech with adequate resources to ensure quality and timely plan reviews using the City's current fee schedule charged to applicants (i.e., last updated and approved by the City Council in July, 2018). The City is currently completing a fee study review and update that includes the fees assessed for building permits and plan check services. Once the new fee schedule is updated, the percentage of the fees collected that are paid to Transtech will be renegotiated.

Task Order No. 3 (Metro Heights and Other Large Project Inspection)
Transtech has been providing inspection services for Metro Heights and other large projects since October 2022, completing work through a task order within the City Manager's purchasing authority. This work included an assessment of the workload required to adequately service large, complicated development projects. Based on that assessment, Transtech recommends a Senior Inspector working for 32 hours per week at the contract hourly rate of $125, for a total annual cost of $210,000. In consultation with the Metro Heights builder's on-site project managers, staff has determined that this is a reasonable staffing level to meet the builder's aggressive construction schedule.

The staffing level will be monitored and periodically adjusted to meet the builder's construction schedule. This staffing level also provides time for the inspector to service other smaller (non-Metro Heights) complex building projects, such as the housing project at 140 East Whittier Boulevard. The City has one full-time Combination Building Inspector that provides inspection services for most of the building permits issued for small residential and commercial projects, but does not have the time to also inspect larger projects that have unpredictable and sometimes demanding schedules. Hence, use of a Senior Inspector through Transtech will ensure all inspections are receiving the attention they require while allowing the City to continue providing excellent and business friendly customer service.

SUMMARY:

Upon approval by the City Council of the recommended actions, staff will execute the recommended Engagement Letters (i.e., Task Orders) with Transtech Engineers, Inc. and ensure uninterrupted services to the public for building permit applications, plan checks and inspections.

ATTACHMENT(S)

1. Attachment A - Engagement Letter (Task No. 2)
2. Attachment B - Engagement Letter (Task No. 3)

NEXT STEPS:

N/A

ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES

PROJECT/SERVICES: Building Plan Check and Inspection Services
MASTER RETAINER AGREEMENT NO. 3921
TASK NO. 02

The purpose of this Engagement Letter is to allow the City of Montebello (the "City") to engage Transtech Engineers, Inc. (the "Consultant") to provide General Building Plan Check and Inspection services (the "Services" or "Project") pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3921) approved by the City Council on October 13, 2021, in the manner set forth in Exhibit A, "Scope of Services" of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for providing staff augmentation services under this Engagement Letter shall be billed hourly for a total not-to-exceed annual fee of One Hundred and Eighty-five Thousand Three Hundred and Eighty Dollars ($185,380) per year, without prior written approval by the City. The cost for plan checking services at a rate of 85% of plan check fees collected shall not exceed Three Hundred and Fifty-two Thousand Dollars ($352,000) per year, without prior written approval by the City. The term shall be for two (2) years beginning on the date this Engagement Letter is executed. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on October 13, 2021 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City's Director of Public Works / City Engineer (the "Director"). Pursuant to Government Code 87300, *et seq*., Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO
(the “City”)

By: _____
René Bobadilla, City Manager

TRANSTECH ENGINEERS, INC.
(the “Consultant”)

By: _____

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule

Submitted To

City of MONTEBELLO

Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd.
Montebello, CA 90640

Transtech Proposal for Building & Safety Services

TRANSTECH
Est. 1989

Submitted By

TRANSTECH Engineers, Inc.

Contact Persons:
Dennis Tarango,CBO, CSP
E: dennis.tarango@transtech.org
C: 909-821-7117

October 14, 2022

City of Montebello
James Enriquez, P.E
Director of Public Works
jenriquez@cityofmontebello.com

Transtech is pleased to submit this proposal to provide **BUILDING AND SAFETY SERVICES** to the City.

As request, we complete a review of the Building Division and Development review process. Based on our findings, we propose the following:

1. An additional part-time permit technician, until the city can fill this position.
2. An additional part-time Building inspector approximately 30-40 hrs. per week for large and complex projects. ***(Not included. Separate Task Order)***
3. An as needed Building Official estimated 10-15 hrs. per week.

The fees for the services are as the following:

Services	***Fees***
Plan Reviews **On a need basis**	***85% of plan check fees as per City Fee Schedule***
Building Official Services **10 to 15 hrs. /week** **On a need basis**	***Per the attached schedule of hourly rates.***
Building Permit Technician **10 hrs. /week**	***Per the attached schedule of hourly rates.***
Where no fees collected for plan check or permits, entitlement reviews, and other additional services requested shall be per the attached schedule of hourly rates.	
Schedule of hourly rates and any hourly fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	

Please see our attached SOQ and reference letters.

Should you have any questions, or require additional information, please contact us.

Dennis Tarango, CBO, Principal Building Official
E: dennis.tarango@transtech.org
C: 909-821-7117, O: 909-595-8599;127

Ayla Jefferson, CBO, Principal Building Official
E: ayla.jefferson@transtech.org
C: 909-851-5765, O: 909-595-8599;123

City of Montebello Building Division Services
Schedule of Billing Rates.
TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
(Effective through June 30, 2023)

ENGINEERING	
Field Technician	$80
Engineering Technician	$95
Assistant CAD Drafter	$115
Senior CAD Drafter	$135
Associate Designer	$140
Senior Designer	$150
Design Project Manager	$185
Assistant Engineer	$120
Staff/Associate Civil Engineer	$145
Senior Civil Engineer	$195
Traffic Analyst Technician	$110
Associate Traffic Analyst	$130
Senior Traffic Analyst	$150
Professional Transportation Planner	$165
Traffic Engineer Technician	$95
Associate Traffic Engineer	$145
Traffic Engineer	$165
Senior Traffic Engineer	$185
Project Manager	$170
Senior Project Manager	$185
Deputy City Engineer	$160
City Engineer	$175
Principal Engineer	$195

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	$135
Funds Coordinator	$140
Utility Coordinator	$150
Office Engineer	$135
Construction Inspector	$135
Senior Construction Inspector	$145
Construction Manager	$185
Resident Engineer	$185
PUBLIC WORKS INSPECTION	
Public Works Inspector	$135
Senior Public Works Inspector	$145
Supervising PW Inspector	$150
SURVEY AND MAPPING	
Survey Analyst	$135
Senior Survey Analyst	$145
2-Man Survey Crew	$310
Survey & Mapping Specialist	$175
Licensed Land Surveyor	$190
FUNDING & GRANT WRITING	
Funds Analyst	$130
Senior Funds Analyst	$140
Graphic & Rendering Designer	$125
Grant Writer	$155
Funds & Grant Project Manager	$175

BUILDING & SAFETY	
Permit Technician	$85
Plan Check Technician	$90
Building Inspector	$110
Senior Inspector	$125
Plans Examiner/Checker	$135
Plan Check Engineer	$150
Deputy Building Official	$150
Building Official	$160
PLANNING	
Community Development Technician	$80
Planning Technician	$85
Assistant Planner	$120
Associate Planner	$135
Senior Planner	$155
Planning Manager	$165
ADMINISTRATIVE STAFF	
Administrative/Clerical	$65
Project Accountant	$80

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES

PROJECT/SERVICES: Building Inspection Services for Metro Heights & Other Large Projects
MASTER RETAINER AGREEMENT NO. 3921
TASK NO. 03

The purpose of this Engagement Letter is to allow the City of Montebello (the "City") to engage Transtech Engineers, Inc. (the "Consultant") to provide Building Inspection services (the "Services" or "Project") pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3921) approved by the City Council on October 13, 2021, in the manner set forth in Exhibit A, "Scope of Services" of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed annual fee of Two Hundred and Ten Thousand Dollars ($210,000) per year, without prior written approval by the City. The term shall be for one (1) year beginning on the date this Engagement Letter is executed. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on October 13, 2021 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City's Director of Public Works / City Engineer (the "Director"). Pursuant to Government Code 87300, *et seq*., Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a "Notice to Proceed."

[Signatures on Next Page]

THE CITY OF MONTEBELLO
(the “City”)

By: _____
René Bobadilla, City Manager

TRANSTECH ENGINEERS, INC.
(the “Consultant”)

By: _____

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule

Submitted To

City of MONTEBELLO

Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd.
Montebello, CA 90640

Transtech Proposal for Building Services for the Metro Heights Project

TRANSTECH
Est. 1989

Submitted By

TRANSTECH Engineers, Inc.

Contact Persons:
Dennis Tarango,CBO, CSP
E: dennis.tarango@transtech.org
C: 909-821-7117

October 14, 2022

City of Montebello
James Enriquez, P.E
Director of Public Works
jenriquez@cityofmontebello.com

Transtech is pleased to submit this proposal to provide **Building Services for the Metro Heights Project**.

At your request, Transtech is able to provide an as needed Building Inspector for the Metro Heights project.

The fees for the services are as the following:

Services	***Fees***
Building Inspector Services **30 to 40 hrs. /week** **On a need basis**	***Per the attached schedule of hourly rates.***
Where no fees collected for plan check or permits, entitlement reviews, and other additional services requested shall be per the attached schedule of hourly rates.	
Schedule of hourly rates and any hourly fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	

Should you have any questions, or require additional information, please contact us.

Dennis Tarango, CBO, Principal Building Official
E: dennis.tarango@transtech.org
C: 909-821-7117, O: 909-595-8599;127

Ayla Jefferson, CBO, Principal Building Official
E: ayla.jefferson@transtech.org
C: 909-851-5765, O: 909-595-8599;123

City of Montebello Building Division Services

Schedule of Billing Rates.

TRANSTECH ENGINEERS, INC.

SCHEDULE OF HOURLY RATES

(Effective through June 30, 2023)

ENGINEERING	
Field Technician	$80
Engineering Technician	$95
Assistant CAD Drafter	$115
Senior CAD Drafter	$135
Associate Designer	$140
Senior Designer	$150
Design Project Manager	$185
Assistant Engineer	$120
Staff/Associate Civil Engineer	$145
Senior Civil Engineer	$195
Traffic Analyst Technician	$110
Associate Traffic Analyst	$130
Senior Traffic Analyst	$150
Professional Transportation Planner	$165
Traffic Engineer Technician	$95
Associate Traffic Engineer	$145
Traffic Engineer	$165
Senior Traffic Engineer	$185
Project Manager	$170
Senior Project Manager	$185
Deputy City Engineer	$160
City Engineer	$175
Principal Engineer	$195

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	$135
Funds Coordinator	$140
Utility Coordinator	$150
Office Engineer	$135
Construction Inspector	$135
Senior Construction Inspector	$145
Construction Manager	$185
Resident Engineer	$185
PUBLIC WORKS INSPECTION	
Public Works Inspector	$135
Senior Public Works Inspector	$145
Supervising PW Inspector	$150
SURVEY AND MAPPING	
Survey Analyst	$135
Senior Survey Analyst	$145
2-Man Survey Crew	$310
Survey & Mapping Specialist	$175
Licensed Land Surveyor	$190
FUNDING & GRANT WRITING	
Funds Analyst	$130
Senior Funds Analyst	$140
Graphic & Rendering Designer	$125
Grant Writer	$155
Funds & Grant Project Manager	$175

BUILDING & SAFETY	
Permit Technician	$85
Plan Check Technician	$90
Building Inspector	$110
Senior Inspector	$125
Plans Examiner/Checker	$135
Plan Check Engineer	$150
Deputy Building Official	$150
Building Official	$160
PLANNING	
Community Development Technician	$80
Planning Technician	$85
Assistant Planner	$120
Associate Planner	$135
Senior Planner	$155
Planning Manager	$165
ADMINISTRATIVE STAFF	
Administrative/Clerical	$65
Project Accountant	$80

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

ITEM # 5

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-6) FOR A MASTER DEVELOPER TO PREPARE AND IMPLEMENT A STRATEGIC MASTER PLAN FOR THE MONTEBELLO GOLF COURSE COMPLEX**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Issuing a Request for Proposals ("RFP") for a qualified Master Developer to prepare and implement a strategic master plan for the Montebello Golf Course Complex and authorize solicitation of proposals; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no significant expenses associated with approving and circulating the RFP. The City Council is not obligated to approve a contract by soliciting proposals. Actual project contribution is to be determined through the master developer selection process. If necessary, any required budget amendments will be accomplished if and when an agreement is award.

BACKGROUND/DISCUSSION:

Based on direction received from the City Council at its meeting held on November 16, 2022, the Planning and Community Development Department is requesting authorization

to solicit proposals pursuant to a Request for Proposals ("RFP") process for a qualified Master Developer to prepare and implement a strategic master plan for the Montebello Golf Course complex.

The City of Montebello has owned and operated a municipal golf course for almost its entire one hundred year history of incorporation. The Montebello Golf Course is comprised of approximately 118 acres located at 901/988 Via San Clemente, Montebello, California 90640 identified as Los Angeles County Assessor's Parcel Nos. 5267-010-907, 5267-009-900, 5267-009-904, 5267-009-902, 5267-009-901, 5267-007-900, 5267-007-901, 5267-008-900, 5267-006-900, and 5267-006-901 (collectively referred to as "the Golf Course"). The Golf Course was originally acquired by the City through a series of transactions in the early 1940's. Since this time, the City has bypassed opportunities to develop the Golf Course with viable uses based on the fundamental understanding that the property must be reserved for public golf course purposes as noted in Resolution No. 1026 approved by the City Council on December 1, 1941.

The largest parcel on which the Golf Course now sits was acquired by the City by quitclaim deed from Edna Bicknell Bagg and Mary E. Cates dated November 12, 1941. On December 1, 1941, the City Council adopted Resolution No. 1026 to certify acceptance of the Property "for Public Golf Course purposes." This Resolution was adopted in compliance with statutory mandates (now codified in Government Code section 27281) that require the City Council to adopt a resolution prior to the City's acceptance of any property that is conveyed for "public purposes." Importantly, real property that has been dedicated to the government for a specific use may not be utilized for a purpose completely distinct from its dedicated purpose.

This Golf Course Fund's ongoing operating deficit was one of the main findings from the State Auditor Report (December 2018), which served as the catalyst for reducing operating expenses (i.e., contracting out for landscape maintenance, reducing irrigation costs, etc.) and seeking a professional management company for the Golf Course. These positive changes addressed many of the recommendations from the State Auditor's Report. The City has taken steps to enhance the economic viability of the Golf Course through planning and implementation of the Golf Course Renovation Project which is currently underway as well as the Topgolf Driving Range Project which is scheduled to break ground in late 2022. The golf course was last remodeled in May 1999 and the current project will address significant capital upgrades, repairs, and updates to amenities and experiences that reflect changes to the game that are attractive to current players.

In addition, in June 2022, the City Council adopted the City's certified Housing Element that identifies the Golf Couse as an opportunity site for residential development to meet the City's Regional Housing Needs Allocation (or "RHNA") for the 6th Cycle (2021-2029). The Golf Course was identified to accommodate residential development with densities of 50-80 units per acre. In an effort to take into consideration all of the elements that currently comprise the Golf Course and holistically explore all opportunities associated with the implementation of future development goals, staff believes it is imperative to prepare and implement a master plan for the Golf Couse.

Therefore, through the RFP process, developers seeking to prepare and implement a strategic master plan with the ability to identify additional strategic partnerships to realize the implementation of the Montebello Golf Course Master Plan are invited to submit a proposal for consideration. The RFP (Please see Attachment A) will be circulated for 30-days beginning December 19, 2022 through January 18, 2023. The efforts associated with the preparation and implementation of the strategic master plan include, among other things, rezoning the Golf Course, compliance with the California Environmental Quality Act (“CEQA”), and implementation of the strategic master plan.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act ("CEQA"), this project is exempt from CEQA under the common sense rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because it can be seen with certainty that there is no possibility that the release of an RFP to solicit and select a qualified master developer to prepare and implement a strategic master plan for the Golf Course (the "Project") will have a significant effect on the environment, the Project is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3). Any future development associated with this effort will be required to comply with CEQA at that time.

ANALYSIS:

The purpose of this RFP is to solicit and select a qualified master developer to prepare and implement a strategic master plan for the Golf Course. The selected master developer will be expected to prepare and implement a comprehensive master plan as well as demonstrate the ability to identify, if necessary, additional strategic partnerships to realize the implementation of the master plan to maximize the quality of life for residents and visitors and enhance the City’s economic health and demonstrate that the City of Montebello is a leader in meeting its regional housing needs.

As previously mentioned, it is anticipated that the RFP will be in circulation from December 19, 2022, to January 18, 2023. A recommendation to award a contract will be presented to the City Council for consideration once a potential master developer has been identified through the RFP process. Therefore, it is recommended that the City Council approve the RFP document, authorize the solicitation of proposals, and authorize the Planning and Community Development Department to review proposals, interview respondents, and make a recommendation for the preferred master developer based on qualifications along with a scoring criteria.

Anticipated Timeline:

ACTION	**DATE/TIMEFRAME**
Release of the RFP	December 19, 2022
Circulation of the RFP	December 19, 2022 thru January 18, 2023
Deadline for Submission	January 18, 2023 - No later than 5:00 p.m.
Proposal Review Period	December 19, 2022 thru January 18, 2023

Interviews Begin	January 24, 2023
ENA Presented to City Council	February 2023

SUMMARY:

Staff is recommending City Council approval to issue a Request for Proposals ("RFP") to identify a qualified Master Developer to prepare and implement a strategic master plan for the Montebello Golf Course Complex and authorize the solicitation of proposals.

ATTACHMENT(S)

1. Attachment A - RFP No. 23-6, Montebello Golf Course Master Plan

NEXT STEPS:

N/A

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS
December 19, 2022

MASTER DEVELOPER TO PREPARE AND IMPLEMENT A STRATEGIC MASTER PLAN FOR THE MONTEBELLO GOLF COURSE COMPLEX

RFP No. 23-6

FOR

CITY OF MONTEBELLO, CALIFORNIA

Deadline for Submission: <u>January 18, 2023 at 5 p.m.</u>

To:

City of Montebello Planning/Community Development
Attn: Joseph A. Palombi, Director
1600 W. Beverly Blvd., Montebello, CA 90640
Telephone: (323) 887-1200 extension 493
Email: jpalombi@cityofmontebello.com

City Website: https://montebelloca.gov

City of Montebello
Request for Proposal

Master Developer to Prepare and Implement a Strategic Master Plan for the Montebello Golf Course Complex

The City of Montebello (City) is seeking proposals from qualified master developers to prepare and implement a strategic master plan for the Montebello Golf Course Complex.

A. BACKGROUND

The City has owned and operated a municipal golf course for almost its entire one hundred year history of incorporation. The Golf Course originally was acquired by the City through a series of transactions in the early 1940's. Since this time, the City has bypassed opportunities to develop the Golf Course with viable uses based on the fundamental understanding that the property must be reserved for public golf course purposes as noted in Resolution No. 1026 approved by the City Council on December 1, 1941. Located just minutes from downtown Los Angeles, the Montebello Golf Course is strategically located adjacent to the Interstate 60 (I-60) Freeway with potential for mixed-use development with a range of housing types including affordable housing consistent with the City's commitment to providing affordable housing[1] to address the Regional Housing Needs Allocation ("RHNA").

The City's documented vision for the future of the Montebello Golf Course includes the potential for residential development as described in the certified Housing Element dated June 22, 2022. In an effort to holistically plan for the future of the Montebello Golf Course complex, which is comprised of approximately 118 acres located at 901/988 Via San Clemente, Montebello, California 90640 identified as Los Angeles County Assessor's Parcel Nos. 5267-010-907, 5267-009-900, 5267-009-904, 5267-009-902, 5267-009-901, 5267-007-900, 5267-007-901, 5267-008-900, 5267-006-900, and 5267-006-901 (collectively referred to as "the Golf Course"), will require a qualified master developer who will work closely with the City to prepare and implement a strategic master plan.

On June 22, 2022, the City Council adopted the City's Housing Element which was ultimately certified by the California Department of Housing and Community Development on July 11, 2022. The certified Housing Element identifies the Golf Course as an opportunity site for residential development to meet the City's Regional Housing Needs Allocation (or "RHNA") for the 6th Cycle (2021-2029). The Golf Course was identified to accommodate residential development with densities of 50-80 units per acre. In an effort to take into consideration all of the elements that currently comprise the Golf Course and holistically explore all opportunities associated with the implementation of future development goals, it is imperative to prepare and implement a master plan for the Golf Course that realizes the potential for a cohesive development diagram to complement existing uses and provide amenities to enhance the quality of life for new residential uses as well as the surrounding community.

Therefore, the City is seeking a qualified master developer to prepare and implement a strategic master plan in the form of a specific plan, in accordance with the California

[1] Please see the City's certified Housing Element (2021-2029) available at: www.montebelloca.gov

Environmental Quality Act ("CEQA"), for the Golf Course and demonstrate the ability to identify, if necessary, additional strategic partnerships to realize the implementation of the master plan with a timeline for milestones/completion. Any proposals will need to take into consideration existing uses as well as the on-going modernization efforts at the Golf Course to help formulate and implement the strategic master plan.

B. SCOPE OF SERVICES

The purpose of the Request for Proposal ("RFP") is to solicit proposals from highly qualified master developers to prepare and implement a strategic master plan for the Golf Course taking into consideration existing uses and on-going modernization efforts with a focus on the development of underutilized areas of the Golf Course including, but not limited to, the area identified in the City's certified Housing Element.

C. PROPOSAL FORMAT AND CONTENT

Proposals (physical or electronic) must be received in-person or online no later than **5:00 p.m. on January 18, 2023**, by the City of Montebello Planning and Community Development Department, 1600 W. Beverly Blvd. Montebello, CA, 90640. Postmarks are not acceptable. Electronic proposals should be sent to: jpalombi@cityofmontebello.com

The proposal should be responsive, concise, and free of jargon to the extent possible. Proposals should more or less conform to the following order and content.

Section 1. A cover letter that identifies the name, address, phone number, and email address of the firm.

Section 2. A description of the master developer and relevant qualifications with an overall approach, methods and strategies, and a description of the master plan with any related development diagrams and/or conceptual plans.

Section 3. A tentative schedule for implementation of the master plan, in accordance with CEQA, including a timeline for completion of major milestones.

Section 4. A summary of recent projects and master plans prepared of similar complexity.

Section 5. Provide a list of government agencies where you have completed a mixed-use development project within the last five years or similar services requested. Provide the name and description of the project and a specific reference person to contact.

D. SELECTION PROCESS AND CRITERIA

1. Proposal Review: Upon receiving an adequate number of proposals by the January 18, 2022 deadline, master developers will be evaluated and the best-qualified master developer will be invited to participate in an interview.

2. Selection Criteria: The City will select a master developer to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process is based on a determination

to engage the master developer that is deemed most qualified with demonstrated experience in preparing and implementing a strategic master plan for the Golf Course as outlined in this request including, but not limited to, the following criteria:

a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.
b. Experience: The master developer will provide information on knowledge of preparing and implementing a strategic master plan in accordance with CEQA.
c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
d. Performance: The master developer must demonstrate the ability to produce a timely and high-quality product.
e. Surplus Land Act. The master developer will be required to satisfy all state related affordable housing objectives to seek an exemption pursuant to Government Code Section 54221, subdivision (f)(1)(F)(ii) including, a mixed-use development that is more than one acre in area, that includes not less than 300 housing units, and at least 25% of the residential units are restricted to lower-income households in accordance with the Surplus Land Act.

3. Interviews: Selected candidates may be invited for an interview (optional), which is tentatively scheduled for the week of January 24, 2023. City staff will confirm dates/times via e-mail and/or formal communication/letter.

4. Exclusive Negotiating Agreement ("ENA"): Upon identification of a preferred developer, the Director of Planning and Community Development will negotiate an ENA between the City and the preferred developer. During the term of the ENA will facilitate the preliminary studies, visioning, project feasibility, and the terms of disposition and development.

5. Approval and Execution: The ENA will be presented to the City Council for consideration and execution by the City Manager or designee.

E. MISCELLANEOUS PROVISIONS

1. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service

2. Completeness: To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.

3. Ownership of Reports: All documents prepared and submitted to the City of Montebello by the selected individual/firm under this request shall become the property of the City.

F. FILING DEADLINE

Prospective master developer candidates are encouraged (but not required) to indicate their

preliminary interest in submitting a proposal, by sending a message of interest to: jpalombi@cityofmontebello.com

To be considered for this RFP, please submit a complete proposal package to Joseph Palombi at the following address or via email no later than 5:00 p.m. on January 18, 2023:

City of Montebello Planning and Community Development Department
Attn: Joseph A. Palombi, Director of Planning and Community Development
1600 W. Beverly Blvd.
Montebello, California 90640
Email: jpalombi@cityofmontebello.com

Proposals must be sealed and clearly state on the outside of the package or envelope **"City of Montebello Golf Course Complex Master Developer RFP."** The City assumes no responsibility for errors or delays by public or private carriers in delivering any proposal.

G. TENTATIVE TIMELINE:

- December 19, 2022 - Release of RFP
- January 18, 2023 - Deadline for Submission of Proposals
- January 24, 2023 - Interviews (If necessary)
- February 2023 - Selection of preferred developer

The City of Montebello may, at its discretion, adjust any or all of these proposed timeline dates.

H. QUESTIONS

This request is issued for the City by the Planning and Community Development Department. All questions regarding the Request for Proposal shall be directed to Joseph Palombi, Director, of the Planning and Community Development Department or his designee. Please use the following contact information:

Joseph A. Palombi, Director
City of Montebello Planning and Community Development Department
1600 W. Beverly Blvd. Montebello, CA 90640
Tel: (323)887-1200
Email: jpalombi@cityofmontebello.com

ITEM # 6

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-5) FOR RECREATION GUIDE PRODUCTION**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals No. 23-5 (RFP) for the production, digital hosting, and printing of a Montebello Recreation Guide; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

It is anticipated that the development and publishing of three (3) Montebello Recreation and Leisure Guides (Guide) per Fiscal Year is not expected to exceed $40,000; for design, digital web hosting, and printing of approximately 2,500 copies per each release. The adopted FY 2022-23 General Fund and Transit Funds' Advertising and Printing Accounts have sufficient monies available to produce the first edition guide in April 2023. Future fiscal year budget requests will incorporate projected Guide expenditures.

BACKGROUND/DISCUSSION:

Development and dissemination of a recreation brochure was one of the key recommendations made in the adopted 2021 Parks Master Plan. The brochure was cited as a way to enhance the City of Montebello's branding and marketing efforts, as well as,

improve effective communication with City residents and stakeholders on a consistent and advanced basis. The Parks Master Plan also noted that keeping Montebello residents "in-the-loop" on recreation and leisure opportunities will foster a greater sense of community among residents and better transparency of City operations as a whole.

Since adoption of the Parks Master Plan, the Recreation and Community Services Department staff have worked to offer expanded Senior services and programs; addition of several park amenities, including the newly opened Pickleball courts at City Park; production of an increased number of large-scale city-wide special events; a Farmers Market series; and an overall diversified offering of recreation classes.

Currently, the Montebello community relies on individual recreation fliers to promote each program, service, or special event offered, but is lacking a comprehensive guide that provides advanced notice of all recreation opportunities throughout the calendar year. Limited social media is used due to the number of classes and offerings. Incorporation of a digital format will increase participation, expand community engagement and market existing facilities.

ENVIRONMENTAL:

N/A

ANALYSIS:

With the continued expansion of recreation and leisure opportunities it is imperative that Montebello patrons and residents have a regular and reliable source of recreation information. The Guide will serve to increase and improve knowledge of and involvement in City recreation opportunities, and will aid in educating the public on all City services, including Montebello Bus Line’s transportation options.

Typical recreation guides provide sections such as “Special Events” or “Senior Services” for ease of use by the reader, as well as offering general City information like a facility map with addresses, Department contact telephone numbers, or utilities contact information such as trash and water. Recreation and Community Services Department staff will work in conjunction with the City Manager and Public Information Department to brand the Guide and identify pertinent information to be included in each published Guide. The sections will feature detailed information about programs, services, or amenities offered for that section. For example, a “Youth Sports” section would include the description of youth sports classes being offered, including the class location, dates, times, and fees. City staff are proposing to follow this format for the proposed Montebello Recreation Guide.

The RFP scope will include graphic design for an 18 – 20 page 8 ½ x 11 inch sized, full color guide to be produced three times per fiscal year, hosted on an online platform that will be available on the City’s website, and printing of approximately 2,500 copies that will be available for pick-up at City facilities. Additionally, the RFP will include optional bid pricing for the vendor to provide additional graphic design services on an as needed

basis, which may or may not be awarded. Types of additional work include graphic design and / or production of individual fliers, banners, promotional items, and the like. A draft of the RFP is included for as Attachment "A".

The proposed Guide would be published three (3) times per FY on the schedule shown below:

Month Published	**Include Information For The Months Of:**
April	May, June, July, and August
August	September, October, November, and December
December	January, February, March, and April

Publishing the Guide in advance of the months that it will provide information allows Montebello residents and patrons the ability to plan ahead so they are better able to attend classes, special events, or access various City services. In addition, information will be provided in a one-stop-shop format and registration dates, for most classes, will also be made available earlier giving Department staff the ability to better prepare for and allocate resources as needed. This planning will help to streamline Department operations with improved strategic planning, more accurate budget development, and increased fiscal oversight of budgeted operations.

SUMMARY:

Staff recommends the City Council authorize issuing a Request for Proposals (No. 23-5) for design, digital web hosting, and printing of a Montebello Recreation Guide.

ATTACHMENT(S)

1. Attachment A - RFP No. 23-5, Recreation Guide (Draft)

NEXT STEPS:

N/A

CITY OF MONTEBELLO

Request for Proposals

RFP No. 23-5
Parks and Recreation Guide

Release Date: Thursday, December 15, 2022
Due Date: Monday, January 9, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites Vendors to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine your Vendor's qualifications. Submissions must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

December 15, 2022

THE PROJECT

Parks and Recreation Guide

THE OWNER

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd., Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Nadine Hernandez, Recreation Supervisor
Contact Phone: (323) 887- 4558
Contact E-Mail: nhernandez@cityofmontebello.com

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Tuesday, December 27, 2022, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids prior to being able to view or bid on any RFP. To access the City's PlanetBids Portal, please go to: https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

DRAFT

Parks and Recreation Guide
Request for Proposals (RFP) No. 23-5

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Appendix A – Proposal Content and Format
Appendix B - Sample Professional Services Agreement

DRAFT

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified vendors/businesses to provide the design, digital hosting and printing services for the publication of the Parks and Recreation Guide following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23-5. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:
https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839
Prospective bidders must register their business with PlanetBids prior to being able to view or bid on any RFP.

Questions must be submitted no later than **Tuesday, December 27, 2022, at 11:00 a.m. PST**.

Responses must be submitted via PlanetBids by **Monday, January 9, 2023, at 11:00 a.m. PST**.

Responses to this request will be evaluated to determine the vendor/business that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP. Responses will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to be considered.

DATE OF SOLICITATION: Thursday, December 15, 2022

***QUESTIONS DEADLINE:** Tuesday, December 27, 2022 at 11:00 a.m. PST
****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS***

SUBMITTAL DUE DATE: Monday, January 9, 2023 at 11:00 a.m. PST

DRAFT

2.0 Introduction

The City of Montebello, hereinafter referred to as the City, invites qualified Vendors to submit written proposals for providing the Design, Digital Hosting and Printing Services for the publication of the Parks and Recreation Guide. Should an award be made, the selected proposer will enter into an agreement with the City of Montebello to provide these services.

Through this solicitation, the City seeks to establish a three (3) year agreement for Design, Digital Hosting and Printing Services starting with the fiscal year ending on June 30, 2022 with an option to extend for two (2) additional, one (1) year terms.

Responses are due no later than Monday, January 9, 2023, at 11:00 a.m. PST through the City's PlanetBids Portal. Before submitting responses, Vendors must register as a vendor in the portal. Vendors are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. To register, please visit: https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839 and click "New Vendor Registration."

All responses to this opportunity must conform to this Request for Proposals (RFP) requirements. Failure to do so may result in the response being considered non-responsive.

Proposals submitted to the City of Montebello shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements that are identified by the Consultant/Vendor as business or trade secrets and marked as "Trade Secret", "Confidential", or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act.

Each element of a submittal that the Vendor desires not to be considered a public record must be marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will decide and retain the confidentiality to the extent permitted.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

Department of Recreation and Community Services

Our Mission is to: Strengthen community through people, parks & programs.

The department strives to provide rewarding programs, services, and facilities that enhance the quality of life for Montebello residents and positively influence the public. Staff are committed to strengthen Montebello's image and offer a sense of community, thereby supporting economic development, increasing public engagement, and promoting health and wellness. The Recreation and Community Services Department is comprised of the following programs and operational areas:

Administration

The Recreation and Community Services Administration is responsible for the leadership and oversight of a wide range of recreational facilities, parks, programs, services, and Golf Course operations. Staff maintain budgetary control and fiscal responsibility for the department, grants management, strategic planning, interdepartmental coordination, and collaboration with the School District, community sports leagues, the Parks and Recreation Commission, and other community based organizations.

Programs & Services

The Department provides innovative community programs, staff run or contracted classes, and services for people of all ages and developmental abilities that encompass community engagement, leisure, social, and cultural programming, special events, aquatics, camps, educational services, and grant funded programs such as the Youth Employment Program.

Parks & Recreation Facilities

The Department of Recreation and Community Services oversees, operates, and coordinates the reservation and rentals of facilities for its community groups, residents, employers, and visitors. Over 84 developed acres are home to ten (10) parks; multiple athletic fields; outdoor pickle-ball, basketball, and tennis courts; an indoor gymnasium; a skate park; two aquatic facilities and a splash pad; a community garden; batting cages; a barnyard zoo; a youth center; and outdoor amphitheater; and a senior center.

Senior Services

Senior Services are offered to empower and provide senior citizens aged 50 years and over access to physical, leisure, social, and life-enhancing and sustaining programs and services, thus allowing older adults to thrive and age healthfully in the community. To support this, the Montebello Senior Center maintains a schedule of classes, social services, and special events for the senior population. Continuous programs include health screenings, dances, and a variety of exercise/leisure classes. Staff promote needed senior resource programs to reinforce this group's quality of life, health and

well-being. By providing senior citizens assistance, advocacy, and liaison services for various resources related to housing, food, healthcare, and transportation among others.

Special Events

The Department of Recreation and Community Services is responsible for coordinating special events in the Montebello community, festivities that display Montebello's unique heritage and diverse cultures. The current events are the Veteran's Day Program, Memorial Day Program, City Heritage 5K Run, Halloween Fest, Winter Wonderland and Tree Lighting, Independence Day Spectacular, and Downtown Street Fest

Sports

Staff coordinate sports programs and field rentals for all community members and sports organizations. Staff have developed and oversee the youth basketball, soccer, t-ball/baseball, and flag-football leagues; adult softball and basketball leagues; as well as a summer swimming team.

3.0 Timeline

- Release RFP — December 15, 2022
- Online Q&A Deadline — December 27, 2022 at 11a.m. PST
- Deadline to Submit Responses via PlanetBids — January 9, 2023 at 11a.m. PST
- City Review of Qualification Submissions — January 10 – 12, 2023
- Notifications Sent to Vendors — Anticipated January 25, 2023
- Award — Anticipated January 26, 2023

4.0 Purpose

Through this opportunity, the City of Montebello intends to obtain the services of a qualified company to provide the Design, Digital Hosting and Printing of a Montebello Recreation Guide and to provide the services as detailed in the Scope of Work/Services section.

5.0 Scope of Work/Services

The City of Montebello is interested in awarding a professional services agreement for the City's recreation program guide beginning with the Spring/Summer 2023 guide. The recreation program guide will be published 3 times a year; each publication would average between 18 – 22 pages and will be distributed at various City facilities and posted to the City's website. Program guide will be required to have 4- page full-color cover/back that is part of the 18 -22 page average. The interior pages will need to be color with color photos. Additionally, a full digital color version of the guide is essential for posting to the City's website.

All proposals shall include turnkey pricing for all services requested. All

quantities are approximate, and the City reserves the right to reasonably increase or decrease the amounts, and change specifications upon award.

Specifications

- Design -
    - Development and design of the Montebello Parks and Recreation Guide, including branded masthead and template layout.
    - Provision of up to three (3) successive proofs, provided in print and digitally, of guide beginning with layout template per edition, prior to the Department approving final version.

- Formatting - Montebello Parks and Recreation Department will supply text in Microsoft Word. Rough text copy to start 8 weeks before delivery. Rough text pages will not be formatted and emailed addendums may exist. Formatting, graphics, layouts, etc. will be responsibility of the vendor.

- Stock Photos - Graphic Designer must have a selection of stock photos and art available for use at no extra cost. Selection of stock photos and art includes stock photos and art for all projects plus additional photos upon request to add to the department's photo library at no extra cost. The City is a safe, welcoming and inclusive city. Diversity in the use of photos and art is vital. If there is an additional cost, please note that in your pricing. Digital phots will be provided for some programs to incorporate into the Guide by recreation staff. Photos may be black and white and/or color images.

- Property - The successful vendor/bidder shall agree that all work product produced under the agreement, included but not limited to stock photographs, designs, graphic work, printed materials, and similar marketing material provided to the City during and upon completion of the project, shall be the property of the City, and ownership of said work product shall be retained by the City at all times. The successful contractor/bidder may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the successful contractor/bidder.

  Similarly, the successful vendor/bidder shall agree that all (non-proprietary) data, documents, discussion, or other information developed or received by the vendor/bidder or provided for performance of the project are deemed confidential and shall not be disclosed by the successful contractor/bidder without prior written consent by the City. The City shall grant such consent if disclosure is legally required. Finally, the successful contractor/bidder shall agree that all such written products shall be returned to the City upon the termination or expiration of the project.

Additional Services

In addition to the services mentioned above, the City may request additional assistance as needed related to the items identified in this request. The City understands that these services may incur an additional cost. The other services that may be requested include, but are not limited to:

Printing:

- 4 page glossy cover will feature a maximum of 4 color photographs
- 4 color process on all text pages
- 2,500 copies printed and delivered to City per edition; sheet feed printing desired and full bleed printing required

Flier Design and or production of:

- Promo items
- Banners
- Posters
- Marketing and advertising materials

6.0 Proposal Submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The Recreation Department will establish an evaluation committee consisting of City staff responsible for reviewing and rating each proposal. The proposal evaluation process will be conducted using a two-step process.

First, the committee will review submissions to ensure adherence to the minimum/proposal format requirements. In the second part of this process, the evaluation committee will review and rate proposals based on the following:

Qualifications as they relate to this project (50%)

- Thoroughness and understanding of the tasks to be completed
- Background and experience in Guide design
- Knowledge of the City of Montebello and local needs
- Experience of personnel assigned to the work
- Communication Skills

Reputation for integrity and competence (30%)

- Positive Reference Checks
- Work Samples

Proposed Fees and Charges for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before proposal opening must be filed in writing no later than ten (10) working days before proposal opening. The most common types of protest that might be filed before a proposal opening would include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Recreation for determination. Protest must be submitted to the Director of Recreation by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
The City of Montebello
Attn: Director of Recreation
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
dsosnowski@cityofmontebello.com

B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Recreation and will include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Recreation has the authority to make the final determination regarding all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the consultant/Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall just cause, at the City's option for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council can either reject all proposals or call for new proposals or accept other proposals.

10.0 Insurance

The Consultant/Vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Consultant must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

i. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on

an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

ii. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

iii. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors/Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Non-Commitment of City

While the City has every intention to select a consultant/Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

12.0 Labor Requirements

A. Background: All personnel engaged in the performance of this work shall be employees of the Consultant/Vendor and as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. Health: All personnel engaged in the performance of this work shall be in

good health and free of contagious diseases. The Consultant/Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant/Vendor allow the use of, or presence of, alcohol or drugs on the premises or in the building.

C. Non-Discrimination: The Consultant/Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

13.0 Records

The Consultant/Vendor agrees to permit City Manager or designee access to records, reports, files, and other papers or property of the Consultant/Vendor to audit any performance aspect under this agreement.

14.0 Subcontractors

The Consultant/Vendor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Consultant/Vendor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

15.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the term of the agreement. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant/Vendor. These changes will be processed through the City Manager.

16.0 Disclosure of Information

A. The Consultant/Vendor agrees that it will not during or after the term of the agreement disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Vendor, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant/Vendor shall be used exclusively in connection with the performance of services.

B. The Consultant/Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

17.0 City of Montebello Rights

In its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
ii. The Consultant/Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
iii. The Consultant/Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent permitted by law.

Please review:
Appendix A – Proposal Content and Format
Appendix B – Professional Services Agreement Sample

DRAFT

City of Montebello
Parks and Recreation Guide
RFP No. 23-5

Appendix A – Proposal Content and Format

Proposal Content
The Vendor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain at a minimum the following information:

1. **Cover Letter -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Vendor's availability to dedicate time, personnel, and resources to this effort. Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully and technologies you would employ. Also, describe what information you would expect the City to supply.

2. **Relevant Experience** – Please include a brief statement of relevant experience within the last three (3) years.

Please also include three (3) references (Enclosure 1).

3. **Cost Proposal –** Cost proposal (Enclosure 2):

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

Rates for Additional Services: If it should become necessary for the City to request the successful Vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Vendor. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

4. **Proposed Scope of Services** - Please provide a Proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables.

Please provide three (3) digital samples of recreation guides your business has produced in the last three (3) years.

5. **Conflict of Interest Statement -** The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Vendor does not have any such conflicts, a statement declaring such should be included in their submission.

All proposals must be submitted using the PlanetBids Portal by Monday, January 9, 2022, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format
To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

DRAFT

ENCLOSURE 1 – REFERNCES

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

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ENCLOSURE 2 – COST PROPOSAL

Graphic Design Cost per Edition to consult, design, layout, & produce per Response Requirements and Format items identified on Invitation for Bid:

The guide will be approximately 22 pages but there can be scenarios in the future where that guide may be 23 – 30 pages.

Recreation Guide:
Design Fee (up to 3 successive proofs per brochure)
$_____ Cost per Edition

Additional Pages $_____ Cost per Page

Digital Web Hosting Per FY $_____ Cost per Edition

Annual Subtotal (No sales TAX Included) $_____

Post print Digital Edits (for edits made only to the online PDF)
$_____ Hourly Rate

Contracted **Hourly Rate** for design services for additional projected, (see **Scope of Work**) for special events, editable flyers, promo items, banners, posters, marketing and advertising materials.

Note: This work is separate and additional from the Recreation Guide.
$_____ Hourly Rate

Printing Cost (22 page guide) $_____ Cost per Edition

Extra of Miscellaneous Charges not reflected above (must be itemized):

Item:_____ $_____
Item:_____ $_____
Item:_____ $_____

All cost for developing proposals in response to this RFP are the obligation of the Design Company and are not chargeable to the City. All proposals may be withdrawn at any time prior to the published closing date, provided notification is received in writing to the City Purchasing Agent, listed in the RPF. Proposals cannot be withdrawn after the published closing date.

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid entered; (2) has read the complete Request for Bid and understands all provisions; (3) if accepted by the City, this bid is guaranteed as written and will be implemented as stated. (4) by submitting bid, Bidder agrees to all the terms of this Bid document, including but not limited to, each and every provision of the General Term and Conditions of Bid; and (5) mistakes in writing of the submitted bid will be the bidder's responsibility.

Authorized Signature:_____ Date:

Name:_____ Title:_____

Company Name:_____ Phone:_____

ATTACHMENT B

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____ WITH _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____**, 202**_ ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____ (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide _____ services in the CITY; and

WHEREAS, the CONSULTANT 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.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. ____
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"**

hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office

notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the

event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the

CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to

delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to

enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid,

illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: [ENTER EMAIL ADDRESS]

With a copy to:
City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext.
Email: [ENTER EMAIL ADDRESS]mailto:YKimHarabedian@cityofmontebello.com

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email mailto:YKimHarabedian@cityofmontebello.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this

Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

DRAFT

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
René Bobadilla, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation

DRAFT

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AMENDMENT TO FISCAL YEAR 2022-23 RECREATION AND COMMUNITY SERVICES DEPARTMENT GRANT BUDGET**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Amend the Fiscal Year 2022-23 Recreation and Community Services Grant Budget by increasing appropriations by $27,916 in Account No. 265-70-740-6040.10 (Grants, Parks and Recreation, Prop 68 Per Capita Fund, Other Contract Services); by $107,166 in Account No. 265-7000-2013-025-6040.60 (Grants, City Parks, City Park Facilities, Building Maintenance/Repairs); and by $261,261 in Account No. 221-70-720-6040.60 (Measure A, Parks Maintenance, Building Maintenance/Repairs); and
2. Take such additional, related actions that may be desirable.

FISCAL IMPACT:

The recommended budget amendments incorporate grant funding to be received in the current fiscal year to allow for the completion of projects and programs within the Department. The budget amounts included as amendments represent either new funding necessary to begin a project or prior year appropriations necessary to continue a previously approved project that were not carried forward when the Fiscal Year 2022-23 budget was developed and approved.

In total, the amendments make available an additional $396,343 in grant funding. All

expenses made through these accounts are eligible for reimbursement by the distributing agency. Staff is requesting approval of budget amendments in three different accounts in order to provide the necessary appropriations to complete various projects and tasks related to facility maintenance, repairs, etc.:

- Proposition 68: Account No. 265-70-740-6040.10 (Grants, Parks and Recreation, Prop 68 Per Capita Fund, Other Contract Services)
- Propositon A: Account No. 265-7000-2013-025-6040.60 (Grants, City Parks, City Park Facilities, Building Maintenance/Repairs)
- Measure A: Account No. 221-70-720-6040.60 (Measure A, Parks Maintenance, Building Maintenance/Repairs)

The table below is a summary of the proposed amendments.

Funding Source	**FY 22-23 Budget Amendment**
State of California Parks & Recreation Prop 68 Per Capita Allocation Program (Fund 265)	$27,916
Los Angeles County Regional Parks and Open Space District Prop A Maintenance & Servicing Funds (Fund 265)	$107,166
Los Angeles County Regional Parks and Open Space District Measure A Maintenance & Servicing Funds (Fund 221)	$261,261

BACKGROUND/DISCUSSION:

In June 2018, Proposition 68 (The Parks, Environment and Water Bond) was approved by voters in the State, authorizing grant funding for state and local parks, environmental projects, water infrastructure projects, and flood protection projects. Through this funding source, the State established the Per Capita Program which makes funds available to local governments on a per capita basis. In total, the City has been allocated $217,268 in funding for local park rehabilitation.

The Department utilized Proposition 68 Per Capita Program funds for the Fitness Court Project that was approved by City Council on September 8, 2021. The project consisted of the installation of a Fitness Court at City Park, new accessible walking paths to allow access to the area, and the addition of landscaping and lighting.

The Safe Neighborhood Park Propositions of 1992 and 1996 provide Maintenance and Servicing funds to offset the increased maintenance costs resulting from Proposition A grant-funded projects. (Note: This is parks related to Proposition A, and is not the same Local Return Funding the City receives from LA Metro for transit and transporation related projects.) The City's Youth Center, Aquatic Center, and a portion of the Senior Center

were constructed utilizing Proposition A funds and are thus eligible to receive Maintenance and Servicing funds. The Department utilizes funding regularly to address maintenance costs for these facilities. Typical expenses include landscaping costs, gym floor maintenance, and necessary preventative maintenance repairs. Agencies no longer receive annual allocations as a part of this program. Once all available funding is utilized, the City will not receive additional Proposition A (parks) funding.

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County, and replaces the existing Proposition A (parks) funding. Measure A aims to offset increased maintenance costs resulting from both Proposition A and Measure A grant-funded projects. Eligible expenses will be for maintenance of the Youth Center, Aquatic Center, a portion of the Senior Center, the City Park Multi-Use Sports Court, and the future Rio Hondo River Access Improvement Project. The Los Angeles County Regional Park and Open Space District requires agencies to use Proposition A Maintenance and Servicing funds prior to using funds from Measure A.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council amend the Fiscal Year 2022-23 Recreation and Community Services Grant Budget by increasing appropriations by $27,916 in Account No. 265-70-740-6040.10 (Grants, Parks and Recreation, Prop 68 Per Capita Fund, Other Contract Services); by $107,166 in Account No. 265-7000-2013-025-6040.60 (Grants, City Parks, City Park Facilities, Building Maintenance/Repairs); and by $261,261 in Account No. 221-70-720-6040.60 (Measure A, Parks Maintenance, Building Maintenance/Repairs).

ATTACHMENT(S)

None

NEXT STEPS:

N/A

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4056 WITH ORANGE COAST PETROLEUM EQUIPMENT, INC. FOR THE MAINTENANCE HOSE REELS REPLACEMENT, REQUEST FOR PROPOSAL NO. 23-2**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Professional Services Agreement, No. 4056 with Orange Coast Petroleum Equipment, Inc. (Orange Coast Petroleum), for a total not-to-exceed amount of $90,011, for Maintenance Hose Reels Replacement (response to Request for Proposal No. 23-2); and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On November 23, 2022, Orange Coast Petroleum submitted their best and final value contract pricing of $90,011 (see Attachment A). Funding for this project will be allocated from Transportation's Fiscal Year (FY) 2022-23 adopted operating budget: Transit Operating Budget – Outside Contracts, Account No. 600-90-915-6040.10, and FY 2018-19 PTMISEA (Public Transportation Modernization, Improvement, and Service Enhancement Account) grant funding. Sufficient funds are appropriated in these accounts, therefore, a budget amendment is not needed to fund the project cost of

$90,011.

BACKGROUND/DISCUSSION:

On September 29, 2022, the City published RFP No. 23-2 (see Attachment B). RFP No. 23-2 was developed to remove, dispose of, and replace existing hose reels, as well as associated components (e.g., meters, water bibs, grease guns, jumper hoses, etc.), with a high performance and dual pedestal framed hose reels system located at the Transportation Department facility.

Proposers were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's online advertising platform, PlanetBids.com. Furthermore, proposers were asked to thoroughly review the requirements for RFP No. 23-2 and submit a completed proposal package including a submission checklist. In addition, it was the proposer's responsibility to review and acknowledge all publicly announced addendums, then craft their scope of service following such changes.

All proposals were due Thursday, October 27, 2022. The City received two (2) proposals—one from Orange Coast Petroleum and the other from Makai Solutions.

ENVIRONMENTAL:

N/A

ANALYSIS:

On November 9, 2022, an Evaluation Committee comprised of three (3) raters (Public Works and Transportation Department employees) evaluated the two (2) proposals. Each rater independently reviewed and evaluated each proposal in accordance with the selection process outlined in RFP No. 23-2. Each proposal was rated using the following criteria and score weighting:

Qualitative & Price Considerations	
1. Project Management Plan	10%
2. Proposed Project Team	20%
3. Qualifications and Experience	15%
4. Technical Approach	25%
5. Price/Cost most advantageous to MBL	30%

The Evaluation Committee's total score for each proposal was determined as follows:

Contractor	Proposed Cost	Cumulative Score (Qualitative & Price %)
Orange Coast Petroleum Equipment, Inc.	$90,011	90%
Makai Solutions	$128,413	84%

Orange Coast Petroleum was selected based on a review of the qualitative attributes (work plan, quality of proposed personnel, experience and qualifications, and technical approach) presented in their proposal (see Attachment C). In addition, Orange Coast Petroleum presented a qualified team with extensive transit experience and expertise most advantageous to the City. The contractor's team has over 34 years of experience completing projects of the same or similar scope. Orange Coast Petroleum made emphasis on projects completed with neighboring agencies (Orange County Transit Authority, Metropolitan Transit Authority, and Amtrak) to replace similar equipment. Also, the contractor recently completed the installation of lube reels, piping, and PULSE system for Coastline Equipment in Bakersfield, California.

The Evaluation Committee reviewed and assessed their proposal as being most responsive. Orange Coast Petroleum provided the required documents and exhibits as stated in the RFP No. 23-2 guidelines. Additionally, the contractor outlined a clear and detailed work plan for how each task and deliverable requested in RFP No. 23-2 (e.g., work schedule, progress updates, service analysis, completion date, etc.) will be accomplished.

Acknowledging these facts, Orange Coast Petroleum provided the most comprehensive proposal and demonstrated the credibility required to perform the scope of service requested in RFP No. 23-2.

SUMMARY:

Staff recommends that the City Council approve Agreement No. 4056 (attached hereto in substantial form as Attachment "D") with Orange Coast Petroleum for a total not-to-exceed amount of $90,011, for the Maintenance Hose Reels Replacement; authorize the City Manager to take action necessary to execute and finalize an agreement on behalf of the City; and direct staff to take such additional, and related, actions that may be desirable.

ATTACHMENT(S)

1. Attachment A– Price Sheet
2. Attachment B - RFP No. 23-2
3. Attachment C– Proposal: Orange Coast Petroleum Equipment, Inc.
4. Attachment D - Agreement No. 4056 with Orange Coast Petroleum Equipment, Inc.

NEXT STEPS:

N/A

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

City of Montebello
Rohan Anderson
reanderson@cityofmontebello.com

Date: November 23, 2022
Quote #: VD 101022-112 - Rev 1
Job Name: Reel Replacement

Dear Rohan

Please see the following reel replacment quote based upon our site visit and subsequent requests.

Equipment Summary:

- Hose Reel Assemblies $52,230.00 Extended Net Price
- Control Handles $15,031.20 Extended Net Price
- Installation Services $13,600.00 Extended Net Price

Equipment Summary:

Equipment	$67,261.20
10.25% Sales Tax	$6,894.27
Installation Services	$13,600.00
BOND FEE	$2,255.00
Project Grand Total	**$90,010.47**

Notes / Exclusions:

- This quotation is based upon information received by us at the time of quotation.
- **Equipment breakdown and details are included on the following pages.**
- **No air couplers or other accessories included.**
- **No site preparation, concrete, or electrical work of any kind.**
- **No fire, local, state, and/or federal permits and/or fees included.**
- **Customer to provide a clear work area in each bay as needed.**
- **Orange Coast Petroleum Equipment is not responsible for additional equipment**
- Prices are good for 30 days from the date of this quote.
- Orange Coast Petroleum Equipment reserves the right to change / amend pricing as necessary upon receipt of full specification or drawings required before acceptance of a purchase order.

If I can be of any additional assistance, please call me at (714) 744-4049 or fax at (714) 744-0638.

Sincerely,

Victor Dominguez

Quote Details / Product Description

Hose Reels:

24 Oil Reel Assembly

- Graco Series 20 - XD Reel with YELLOW Arm
- 1/2" x 50' Medium Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $911.00
Extended Net Price: $21,864.00

6 Grease Reel Assembly

- Graco Series 20 - XD Reel with YELLOW Arm
- 3/8" x 50' High Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $1,065.00
Extended Net Price: $6,390.00

19 Air Reel Assembly

- Graco Series 20 - XD Reel with BLUE Arm
- 3/8" x 50' Low Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $888.00
Extended Net Price: $16,872.00

8 Coolant Reel

- Graco Series 20 - XD Reel with YELLOW Arm
- 1/2" x 50' Low Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $888.00
Extended Net Price: $7,104.00

Quote Details / Product Description

Control Handles:

24 Oil Meter

- Graco # 24V043 Metered Control Handle w/ 1/2" Inlet Swivel

Unit Net Price: $395.00
Extended Net Price: $9,480.00

24 Oil Flex Hose and Tip

- Graco # 225853 1/2" Flex Hose with Non-Drip Tip

Unit Net Price: $124.50
Extended Net Price: $2,988.00

6 Grease Control Handle Assembly

- Graco Z-Swivel and Control Handle
- Graco 1/4" X 24" Whip Hose
- **Alemite 6509-E** Swivel Tip

Unit Net Price: $375.00
Extended Net Price: $2,250.00

8 Water Bib

- Graco # 180685 Water Bib Assembly

Unit Net Price: $39.15
Extended Net Price: $313.20

Installation Services:

1 Scope of Work

- Removal, Haul Off, and Disposal of All Meters, Water Bibs, Grease Guns, and Hose Reels with Jumper Hoses and Connection Fittings
- Adjust/Modify Existing Reel Mounting Brackets to Accommodate New Equipment
- Assemble Inlet Hose and Swivels on Each Reel and Adjust Each Roller Guide Arm for Mounting Position As Needed
- Assemble and Install Meter or Control Handel Assembly as Quoted
  **** Air Couplers Supplied by Customer to Match Customer's Tools***
- Mount New Reel Assemblies in Shop and By Fuel Island on Bank at a Time
  ** Includes a 3 man crew and manlift rental*
  *** Additional letter provided for a more detailed work flow*

Unit Net Price: $13,600.00
Extended Net Price: $13,600.00

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

City of Montebello

Reel Replacement Project

Scope of Work:

The work will consist of the replacement of the following reels and handles between the shop and the fuel island.

(24) Oil Reels and Oil Meters

(6) Grease Reels and Control Handles

(19) Air Reels

(8) Coolant Reels and Control Handles

To perform the work, our crew will coordinate with the on-site personnel to close one existing bank of reels at a time. The rest of the shop will remain operational during the project work.

Our crew will need a clear path under each back of reels for their scissor lift to come in. They will get up to the existing bank of reels, shut-off the ball valve, disconnect the connection hose, drain the whip hose and plug the line. Once the reels have been isolated and the product line are off and secure the reels will be removed and brought down for disposal. The reel mounting plates will be adjusted as necessary for the new reels.

The new reels will be fully assembled with the connection hose and control handle and/or meter. The arm of the reel will be adjusted for the hanging position and brough up to the mounting bracket. The reels will then be hung on the modified bracket and connected to the existing product lines. After connection, the ball valves will be opened and the reels tested for leaks.

After the initial activation, the area will be cleared, and they will move on to the next bank. This same process will be repeated until all of the reels have been replaced.

Upon completion, all of the old reels and control handles will be loaded and hauled off for disposal.

1015 N. PARKER • ORANGE, CA 92867
714.744.4049 • 800.734.LUBE • FAX: 714.744.0638
WWW.OCPETROLEUM.COM

City of Montebello

Request for Proposals (RFP) No. 23-2

Maintenance Hose Reels Replacement

Date Issued: September 29, 2022

Proposals Due: October 27, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
https://pbsystem.planetbids.com/portal/33072/portal-home

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INTRODUCTION

The City of Montebello ("City") is soliciting proposals from highly-qualified contractors to remove, dispose, and replace existing hose reels, as well as associated components (e.g., meters, water bibs, grease guns, jumper hoses, etc.), with high performance and dual pedestal framed hose reels designed for heavy-duty jobs that require high-frequency use, extra strength, and durability. The Contractor will conduct an assessment of the existing hose reel system located at the Transportation Department's ("MBL") facility.

As the fourth-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier. In order to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities, MBL relies on the Maintenance Division to have state-of-the-art equipment required to maintain MBL's fleet.

The awarded Contractor ("Contractor") will possess the necessary aptitude and experience required to complete the project objective and install the dual pedestal framed hose reels.

The City reserves the right to reject any or all proposals, waive information or irregularities to the extent permitted by law in any proposal received, and be the sole judge of the merits of the respective proposals received.

COVER LETTER

DATE: September 29th, 2022

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-2

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

MAINTENANCE HOSE REELS REPLACEMENT

The City of Montebello ("City"), Montebello Bus Lines ("MBL"), is soliciting proposals ("Proposals") from highly-qualified contractors ("Contractors") to provide the technical expertise required for the removal of existing hose reels, as well as associated components (e.g., meters, water bibs, grease guns, jumper hoses, etc.) at the City's transportation facility. The Contractor will replace the existing hose reels with high performance and dual pedestal framed hose reels designed for heavy-duty jobs that require high-frequency use, extra strength, and durability.

A Pre-Proposal Meeting will be held on **Thursday, October 6, 2022**. The meeting will convene at **10:00 AM Pacific Standard Time** in the Transportation Facility located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting. Proposers must abide by all Federal, State, local, and City coronavirus (COVID-19) protective measures (e.g., face coverings) at all times while onsite.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name:	Rohan Anderson
Title:	Senior Procurement Analyst
Address:	City of Montebello, Transportation Facility 400 S. Taylor Ave., Montebello, CA 90640
Telephone:	(323) 558-1625 ext.104
E-mail:	randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, October 27, 2022, 3:00 PM Pacific Standard Time** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin per FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age, or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name:	Adrianna Kendricks
Title:	Acting Director of Transportation
Address:	City of Montebello, Transportation Facility 400 S. Taylor Ave., Montebello, CA 90640
Telephone:	(323) 558-1625
Fax Number:	(323) 887-4643
E-mail:	RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	**Scheduled Date**	
Issuance of RFP	Thursday	September 29, 2022
Pre-Proposal Meeting	Thursday	October 6, 2022 at 10:00 AM PST
Deadline to Submit Questions	Tuesday	October 13, 2022 at 3:00 PM PST
Responses to Questions Provided	Tuesday	October 18, 2022
Deadline to Submit Proposals	Thursday	October 27, 2022 at 3:00 PM PST
Presentations & Intent to Award	**Week of November 10, 2022**	

SECTION 1 – INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal, accessed through the City's official website at https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html.

Deadline to Submit Proposals	**Thursday**	**October 27, 2022, at 3:00 PM PST**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the date and time listed above will not be considered.

The following proposal format with the required contents has been developed to enable a consistent proposal evaluation. Failure to submit the requested documents may render the proposal non-responsive and rejected. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit of the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposals shall be typed single-spaced and submitted on 8 ½ by 11 inch paper in the following format and include the sections specified below:

- Proposal Submission Check List (EXHIBIT A)
- Proposal and Organizational Information Required From the Contractor (SECTION 1)
- Letter of Transmittal (EXHIBIT B)
- Certificates, Licenses, Permits, and Registrations (EXHIBIT C)
- Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution (EXHIBIT D)
- References (EXHIBIT E)
- Project Portfolio References (SECTION 3)
- Insurance (SECTION F)
- Cost Proposal (EXHIBIT G)
- Statement of Disadvantaged Business Enterprise Participation (EXHIBIT H)
- Bidder's List of Subcontractor (DBE and Non-DBE) (EXHIBIT I)
- Debarment and Suspension Certification (EXHIBIT J)
- Performance Bond (EXHIBIT K)

ORGANIZATIONAL INFORMATION REQUIRED FROM THE CONTRACTOR

A. Cover Letter
   - Introduction of firm signed by an authorized Principal of the firm.
   - Name, address, and phone number of firm.
   - Years in business providing services described herein.
   - Brief statement of understanding of the services to be performed.
   - Include the name and signature of binding official authorized to answer questions regarding the firm's proposal.

B. Qualifications and Experience of Firm and/or Team
   - Describe other contracts (at least three) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
   - Describe projects that sub-contractors have performed with a similar scope, size, or discipline within the past five years.
   - Provide references, including name, address, email address, and telephone number of a contact person for each project identified and described.
   - Provide and identify the firm's financial condition documentation
   - Indicate commencement dates, duration, and type of operation.
   - Provide a list of all public transportation clients in California.

C. Project Manager(s) and Key Project Personnel
   - Clearly identify the professional staff person(s) who would be assigned as Project Manager(s) and provide resumes. The resume should indicate the abilities, qualifications, education, and experience of these individuals.

D. Work Plan and Scope of Work (SOW)
   - Include an SOW that at least meets the minimum requirements of the RFP.
   - Acknowledge any requirements of the scope that cannot be met and are not part of the supplier's proposal.
   - Include a detailed implementation plan.

E. Project Schedule
   - Account for each activity in the SOW and bidder's approach to work.
   - Define a realistic timeline, measured in days, to complete SOW after award.

F. Subcontractors and Work by Others
   - Identify any subcontractor to serve on the project with their qualifications.
   - Describe all work needed to complete the SOW not included in the proposal.
   - Include work to be completed by MBL with duration estimates.
   - Any work not included in "Work Done by Others" will be considered work the bidder will do.

G. Contract
   - The City has included its standard contract in Section 5. Identify all exceptions to the agreement that would prevent your Firm from executing it. The City will consider and discuss exceptions during negotiations.

H. Completeness of Proposal Statement
   - Provide a table of contents. Respond to all items listed in the submission requirements section and provide all other documents requested.

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the SOW required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the SOW and/or meet the specifications outlined in this RFP, in a manner that

meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The said addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than the time and date listed in the **TIMETABLE & SCHEDULE OF EVENTS** of this RFP. No questions will be answered individually by the City.

Requests for clarification, questions, and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any worksites, drawings, SOW and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for proposal submission or within six months following the scheduled deadline for proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit E.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer's signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. A certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the proposal in response to this request.
- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

PERFORMANCE GUARANTEE

A Performance Guarantee in the amount of 100% of the Contract value is required by the City to ensure faithful performance of the Contract. The performance bond shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Contract execution (Exhibit K). The City requires all performance bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in

protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:
    a. The proposal is incomplete, non-responsive, obscure, irregular, or lacks necessary detail and specificity.
    b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub Contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-Contractors of successful Proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days prior to the proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strikes, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONTRACTOR, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONTRACTOR and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to:

City of Montebello
Attn: Accounts Payable
1600 West Beverly Boulevard
Montebello, California, 90640

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly; provide one (1) invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the successful contractor (hereinafter, the "Contractor" or "CONTRACTOR") written notice thereof. Upon termination, MBL shall pay the CONTRACTOR allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the CONTRACTOR a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the CONTRACTOR breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the contract for default. CONTRACTOR shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

CONTRACTOR shall provide all services necessary as per the SOW described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the CONTRACTOR provides complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONTRACTOR in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

ACCESS TO SITE

The Contractor shall have limited use of the project site for installation operations during the installation period. The use of the site will be limited to the work area. The Contractor shall not disturb other areas of the site without the City's approval.

Driveways, Walkways, and Entrances: Keep entry driveways and personnel entrances serving premises clear and available to the City and emergency vehicles at all times. Maintain access to existing walkways, corridors,

and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the City's Project Manager (PM) or their designee.

MBL will occupy the facility during the entire installation period. Cooperate with the City's PM or their designee during installation operations to minimize interference with MBL's business operations.

PREPARATION

Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain.

- Provide protection to ensure the safe passage of people around selective demolition areas and to and from occupied portions of the building.
- Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

OWNERSHIP OF DATA

Any and all forms of data and other information generated by or used by the Contractor is the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the requested services by the City.

AWARD OF CONTRACT

The agreement ("Agreement") resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best

interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

PROPOSALS EVALUATION

Selection criteria include such price and qualitative considerations as qualifications and experiences of Contractor, subcontractor, and proposed project personnel; technical approach and design; management plan (e.g., personnel, workload, timeline, etc.); and past performance record. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the City.

An Evaluation Committee comprised of City staff will evaluate all proposals in accordance with the proposal Evaluation Criteria set forth in this RFP. Interviews with the highest-ranked firms may or may not be requested by the City. Selection may be made strictly from the information provided in the Proposal. However, the City reserves the right to conduct interviews with and request presentations from any, all, or some respondents.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Technical proposals will be reviewed and scored first without consideration for price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the technical evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the technical and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

If the committee determined it to be necessary, it may then conduct interviews and negotiations with short-listed Proposers. As no other interview dates are available, Proposers who are unable to attend their interview as scheduled may be eliminated from further participation. The interview may consist of a short presentation by the Proposer after which MBL may ask questions and/or request clarification related to any element of a proposal and its qualifications. MBL may also enter negotiations with the Proposer.

At the conclusion of interviews and negotiations, the evaluation committee may choose to proceed using one of the following processes:

- The committee may find it necessary to re-score the proposals in light of information gained during the interviews and negotiations process. The proposals will be scored in the same manner as the original proposals.
- The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.
- Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.
- After the BAFO's are evaluated and scored, the evaluation committee may recommend a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offers(s) are the most advantageous to MBL.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated at least 5 years of related services experience. (P/F)

- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on related project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the respondent's response shall be documented and included as part of the final contract agreement.

POINT OF CONTACT

This RFP is issued by the City, and the Senior Procurement Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello, Transportation Department	
Name:	Rohan Anderson
Title:	Senior Procurement Analyst
Address:	400 S. Taylor Ave., Montebello, CA 90640
Telephone:	(323) 558-1625 ext.104
E-mail:	randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

QUALITATIVE AND QUANTITATIVE CONSIDERATIONS

Proposers' proposals will be evaluated based on the basis of the following qualitative and quantitative factors with the weighted value set forth below:

#	Categories	Weighted Points (Pts)
1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the SOW.	10 pts
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel, comprehensiveness of plan, and team's familiarity with the requested provision services.	20 pts
3	**Firm Qualifications and Experience** Demonstrate experience completing related projects of the same or similar magnitude. Present a catalog of experience and expertise most advantageous to the City.	15 pts
4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	25 pts
5	**Price** The Proposer's Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	30 pts
	TOTAL	100 pts

The best value responsive price will receive the total weighted score for the price (30 pts).

All other price proposals will be scored as follows:

Final Price Proposal Score = Proposal Price Rating x Weighted Points

SECTION 3 – QUALIFICATIONS

The Contractor may be required to present proof of satisfactorily completed projects and products of similar work completed for past client companies, organizations, or municipalities that display good standing status without claims or pending claims against such work.

MINIMUM NECESSARY QUALIFICATIONS

The following are the minimum necessary qualifications to provide services:

- List and describe a minimum of three (3) projects or experiences, similar in nature to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- Within the past five (5) years, have not declared bankruptcy and/or defaulted on a contractor; Within the past three (3) years, have been placed in receivership and/or denied credit.
- Within the past five (5) years, have not assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations.
- Currently not under investigation for any charge and/or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including without limitation prevailing wage laws and apprenticeship laws.
- Licensed to do business in the State of California.
- Certifications and Licenses (if required)
- Experience with agencies and projects of similar size and scope.
- Financial Capacity.

SECTION 4 – SCOPE OF WORK

PROJECT OVERVIEW

The project objective is to remove, dispose, and replace existing hose reels, as well as associated components (e.g., meters, water bibs, grease guns, jumper hoses, nozzles, etc.), with high performance and dual pedestal framed hose reels designed for heavy-duty jobs that require high-frequency use, extra strength, and durability. All couplers, meters, and nozzles must match or be retrofitted with MBL's current tools and dispensed fluids. The hose reel system must be bled and tested before being placed into service.

The Contractor must provide a complete asset list describing at a minimum the hose reels' identification number, fluid type, location, and color. Each hose reel must be labeled with reflective outdoor vinyl labels for easy identification from the ground view. Additional hose reels may be acquired should the need be identified following the Contractor's assessment of the existing hose reel system.

The project site includes three locations: Chassis Wash, Corporate Shop, and Fueling Station.

I. CHASSIS WASH	II. CORPORATE SHOP	III. FUELING STATION
• One (1) Air Hose Reel	• Thirteen (13) Air Hose Reel • Six (6) Coolant Hose Reel • Six (6) Grease Hose Reel • Twenty (20) Oil Hose Reel	• Three (3) Air Hose Reel • Two (2) Coolant Hose Reel • Four (4) Oil Hose Reel

The Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the agreement. At completion of the SOW, the Contractor shall remove and clean up all byproducts, debris, and rubbish caused by the operations under the agreement. If Contractor fails to clean up, the City may do so, and the cost thereof shall be charged to Contractor.

REELS SPECIFICATION

The equipment must be approved equal to the following Graco XD Series specifications:

- **AIR HOSE REELS**
  - Graco XD Series Size 20, Red Color Finish
  - 3/8" x 50' Hose
- **COOLANT HOSE REELS**
  - Graco XD Series Size 20, Yellow Color Finish
  - 3/8" x 50' Hose
- **GREASE HOSE REELS**
  - Graco XD Series Size 20, Yellow Color Finish
  - 3/8" x 50' Hose
- **OIL HOSE REELS**
  - Graco XD Series Size 20, Yellow Color Finish
  - 3/8" x 50' Hose
- **GREASE GUNS**
  - Graco Grease Gun
  - Graco Z Swivel and Alemite 6509-E Tip Swivel
  - Graco 24" Whip Hose and Coupler
- **METERS**
  - Graco Mechanical Quarts Meters
  - Flex Hose with Non-drip Tips
- **WATER BIBS**
  - Water Dispensing Bibs with Rubber Tips

TESTING

Following installation, the Contractor shall perform an acceptance test as recommended by the manufacturer. A test outline shall be provided to the MBL for approval prior to performing the test. The test program shall show that the equipment meets all of the conditions described by the specification and that the equipment will perform as intended.

WARRANTY

A. Upon completion of the installation, the awarded Contractor shall provide a three (3) year warranty repairs against manufacturing defects in materials, function, and workmanship.

B. Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.

C. In the event of a failure of the hose reels during the warranty period, the Contractor will be required to repair the hose reels within 10 days of notification.

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR
MAINTENANCE HOSE REELS REPLACEMENT

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2022, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to replace and install the Maintenance Hose Reels ("Project"); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated September 29, 2022 (RFP No. [23-2]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONTRACTOR shall be compensated a sum not-to-exceed $……(the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on ……, 2022 , and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 8 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

A. RFP No. 23-2;
B. Proposer's [DATE] Proposal for Transit Relocation Feasibility Analysis and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and

exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in Exhibit "A." Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

B. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written

notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the SOW or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's sub-Contractor for

injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractor with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractor providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

If applicable, Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for 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.

CONTACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least a: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractor, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR'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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-Contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-Contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-Contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-Contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractor, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO	**CONTRACTOR**
René Bobadilla City Manager	Name and Title
Dated:	Dated:

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 – EXHIBITS

EXHIBIT A

PROPOSAL SUBMISSION CHECK LIST

		Description	Section	Proposer Initials
1	☐	Proposal Submission Check List	EXHIBIT A	
2	☐	Proposal	SECTION 1	
3	☐	Letter of Transmittal	EXHIBIT B	
4	☐	Certificates, Licenses, Permits, and Registrations	EXHIBIT C	
5	☐	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	EXHIBIT D	
6	☐	References	EXHIBIT E	
7	☐	Project Portfolio References	SECTION 3	
8	☐	Insurance	EXHIBIT F	
9	☐	Cost Proposal	EXHIBIT G	
10	☐	Statement of Disadvantaged Business Enterprise Participation	EXHIBIT H	
11	☐	Bidder's List of Subcontractor (DBE and Non-DBE)	EXHIBIT I	
12	☐	Debarment and Suspension Certification	EXHIBIT J	
13	☐	Performance Bond	EXHIBIT K	
Optional Items				
14	☐	Requests for Exceptions or Deviations	SECTION 1	

NAME & JOB TITLE	
BUSINESS NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
PHONE NUMBER	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	DATE

EXHIBIT B

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-2

MAINTENANCE HOSE REELS REPLACEMENT

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the proposal as principals are those listed as such in the Proposal Forms and that,
2. The proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official	Signature of Authorized Official
Typed or Printed Name	Typed or Printed Name
Title	Title
Date	Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their proposal.)

_____ _____

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT C

CERTIFICATES, LICENSES, PERMITS, AND REGISTRATIONS

EXHIBIT D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: Maintenance Hose Reels Replacement

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name:	_____	**Name:**	_____
	(Print)		*(Print)*
By:	_____	**By:**	_____
	(Signature)		*(Signature)*
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

EXHIBIT E

REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract (Please include contract value, award date, term of contract, and description of work)**:**	Contract Value:	$
		Award Date:	
		Term of Contract:	
		Description of Work:	
2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract (Please include contract value, award date, term of contract, and description of work)**:**	Contract Value:	$
		Award Date:	
		Term of Contract:	
		Description of Work:	
3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract (Please include contract value, award date, term of contract, and description of work)**:**	Contract Value:	$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT F

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted doing business in California, rated “A” or better in the most recent A.M. Best’s Insurance Rating Guide, and approved by the CITY, a policy, or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Where applicable, Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer’s work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT G

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

REQUIRED ITEMS		UNIT		
		QTY.	**COST**	**SUBTOTAL**
ITEM 1	Air Hose Reels Kit		$	$
ITEM 2	Coolant Hose Reels Kit		$	$
ITEM 3	Grease Hose Reels Kit		$	$
ITEM 4	Oil Hose Reels Kit		$	$
ITEM 5	Mechanical Meters Kits		$	$
ITEM 6	Grease Guns Kits		$	$
ITEM 7	Water Bibs Kits		$	$
ITEM 8	Labor (Assessment, removal, disposal, installation, and testing)		$	$
ADDITIONAL ITEMS (Describe in detail of additional items offered)				
ITEM 9				$
			TOTAL FIRM-FIXED PRICE	$

CONTACT INFORMATION:

NAME & JOB TITLE	
BUSINESS NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
PHONE NUMBER	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	DATE

EXHIBIT H

STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

_____
Firm Name

_____
Address

_____
Phone Number

_____
Type of Business

Currently DBE Certified? **YES*** ☐ **NO** ☐

*(If **YES**, attach a copy of the current *Letter of Certification* and *Statement of Personal Net Worth*.)

Total _____

% of Total Contract _____

Signature _____ **Date** _____

EXHIBIT I

BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT J

DEBARMENT AND SUSPENSION CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/ Principle)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____ _____
Signature of Authorized Official **Title of Authorized Official**

The undersigned chief legal counsel for the _____ hereby certifies that

the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____ _____
Signature of Attorney **Date**

EXHIBIT K

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and,

_____

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

(SEAL)

_____

(TITLE)

_____

WITNESS SURETY

(SEAL)

_____

(TITLE)

_____

Attach hereto proof of authority of officers or agents to sign bond.

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SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
Orange Coast Petroleum Equip. Inc.
1015 N. Parker St.
Orange, Ca. 92867
Jann Miller

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-Contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-Contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractor, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

René Bobadilla
City Manager

Dated:

CONTRACTOR

Name and Title

Dated: 10/26/2022

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 – EXHIBITS

EXHIBIT A

PROPOSAL SUBMISSION CHECK LIST

		Description	Section	Proposer Initials
1	☑	Proposal Submission Check List	EXHIBIT A	JM
2	☑	Proposal	SECTION 1	JM
3	☑	Letter of Transmittal	EXHIBIT B	JM
4	☑	Certificates, Licenses, Permits, and Registrations	EXHIBIT C	JM
5	☑	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	EXHIBIT D	JM
6	☑	References	EXHIBIT E	JM
7	☑	Project Portfolio References	SECTION 3	JM
8	☑	Insurance	EXHIBIT F	JM
9	☑	Cost Proposal	EXHIBIT G	JM
10	☑	Statement of Disadvantaged Business Enterprise Participation	EXHIBIT H	JM
11	☑	Bidder's List of Subcontractor (DBE and Non-DBE)	EXHIBIT I	JM
12	☑	Debarment and Suspension Certification	EXHIBIT J	JM
13	☑	Performance Bond	EXHIBIT K	JM
		Optional Items		
14	☑	Requests for Exceptions or Deviations	SECTION 1	JM

NAME & JOB TITLE	John Miller owner
BUSINESS NAME	Orange Coast Petroleum Equipment, Inc.
ADDRESS	1015 N. Parker St.
CITY, STATE, ZIP CODE	Orange, Ca. 92867
PHONE NUMBER	714-744-4049
EMAIL ADDRESS	John@ ocpetroleum.com
AUTHORIZED SIGNATURE	John Miller DATE 10/26/2022

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

City of Montebello

Date: October 10. 2022
VD 101022-112
Lube Reels

Dear Rohan

Please see the following quote based off of our site visit last week.

Equipment Summary:

• Reels	$52,230.00	Extended Net Price
• Pulse Meters	$53,760.00	Extended Net Price
• Grease Guns	$2,250.00	Extended Net Price
• Pulse System	$4,500.00	Extended Net Price
• Labor	$16,000.00	Extended Net Price

Equipment	$112,740.00
Tax (10.25%)	$11,555.85
Labor	$16,000.00
BOND	$2,880.00
Project Grand Total	**$143,175.85**

Notes / Exclusions:

- This quotation is based upon information received by us at the time of quotation.
- **Equipment breakdown and details are included on the following pages.**
- **No fire extinguishers or other accessories included.**
- **No site preparation, concrete work, No electrical of any kind**
- **No fire, local, state, and/or federal permits and/or fees included.**
- **Orange Coast Petroleum Equipment is not responsible for additional equipment**
- Prices are good for 30 days from the date of this quote.
- Orange Coast Petroleum Equipment reserves the right to change / amend pricing as necessary upon receipt of full specification or drawings required before acceptance of a purchase order.

If I can be of any additional assistance, please call me at (714) 744-4049 or fax at (714) 744-0638.

Sincerely,

Victor Dominguez

Quote Details / Product Description

Oil Reels:

24 **Graco XD Reels with Yellow Arm - Series 20**

- 1/2" x 50' Medium pressure hose - Series 20
- Adjustable Dual arm with rollers
- Connecting hose with swivel

Unit Net Price: $911.00
Extended Net Price: $21,864.00

Grease Reels

6 **Graco XD Reels with Yellow Arm - Sereis 20**

- 3/8" x 50 High Pressure hose - Series 20
- Adjustable Single arm with rollers
- Connecting hose with swivel

Unit Net Price: $1,065.00
Extended Net Price: $6,390.00

Air Reels:

19 **Graco XD Reels with BLUE arm - Series 20**

- 3/8" x 50' low pressure hose - Series 20
- Adjustable Single arm with rollers
- Connecting hose with swivel

Unit Net Price: $888.00
Extended Net Price: $16,872.00

Coolant Reels:

8 **Graco XD Reels with Yelloe Arm - Series 20**

- 1/2" x 50' Low pressure hose - Series 20
- Adjustable Single arm with rollers
- Connecting hose with swivel

Unit Net Price: $888.00
Extended Net Price: $7,104.00

Meters:

32 **Graco Pulse Meters** **24- Oil 8-Coolant**

- Pulse Meters
- Flex hose with non-drip tips
- 1/2" Swivel inlet

Unit Net Price: $1,680.00
Extended Net Price: $53,760.00

Grease Guns

6 **Grease & Swivels**

- Graco Grease gun
- Graco Z swivel & **Alemite 6509-E** tip swivel
- Graco 24" whip hose and coupler

Unit Net Price: $375.00
Extended Net Price: $2,250.00

Quote Details / Product Description

Pulse Hub:

1 **Pulse System**

- Graco Hub system
- Graco Remote Extender
- Graco Pulse Repeters (3)

Unit Net Price: **$4,500.00**
Extended Net Price: **$4,500.00**

Labor:

1 **Scope of Work**

- Remove Existing Reels and disposed of them
- remove all meters - water bibs - grease guns and disposed of them
- Remove existing oil - air - grease and coolant jumper hoses and disposed of them
- Labor to adjust modify existing reel brackets to accommodate new reels
- Labor to install new jumper hoses 24" with swivels to each new reel
- Labor to adjust each rolling arm on each reel to feed hose strait down
- Labor to install all new Oil mechanical meters to each oil reel
- Labor to install Grease guns - swivels and whip hoses to each grease reel
- Labor to install Water bibs to each coolant reel

Labor to install air coupler **supply by customer to match their tools**

- Labor to install new oil reels by the fuel island
- Labor to install coolant reels by fuel island
- Labor to install air reel by fuel island

Labor to install one air reel by truck wash area

- Labor to install Graco Pulse System
- Labor to include 3 man crew
- labor to include manlift rental

Labor to install ethernet cable and 110power outside parts department

Unit Net Price: **$16,000.00**
Extended Net Price: **$16,000.00**

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

October 27th, 2022

City of Montebello
Bus Lines
RFP No. 23-2
Maintenance Hose Reels Replacement

A. Cover Letter

Orange Coast Petroleum Equipment, Inc. (OCPE) was founded by President John Miller in April of 1988 and has remained in Orange, California for the past thirty-four years. After years of hard work and quality customer service, Orange Coast Petroleum has become one of the best petroleum and lubrication equipment suppliers.

We offer top quality products at affordable prices while providing a friendly knowledgeable staff to help with all equipment needs. OCPE also stocks, services, and installs all the equipment we sell.

In addition, we believe in only providing top quality equipment as we stand behind all the products we sell. OCPE is an authorized repair center for most major brands of pumps, reels, and meters. Also, we have evolved to an expert in design and installation of aboveground storage tanks for lube and fuel systems.

Furthermore, we service contractors, oil jobbers, heavy equipment users, utilities, and automotive service facilities.

B. Qualifications and Experience of Firm and / or Team

Orange County Transit Authority: Current maintenance, service, and repairs.

Metropolitan Transportation Authority: Current, maintenance, service, and repairs.

Amtrak: Current maintenance, service, and repairs.

1015 N. PARKER • ORANGE, CA 92867
714.744.4049 • 800.734.LUBE • FAX: 714.744.0638
WWW.OCPETROLEUM.COM

C. Project Manager and Key Project Personnel

Victor Dominguez: Sales manager and project coordinator with over 35 years of experience.

Earl Garcia: Head foreman and master pipe fitter with over 25 years of experience. Certified in safety, forklift, lifting, high reach, fall protection up to 50 feet, STI SP001 aboveground tank system inspector, and International Code Council.

Abel Dominguez: Technician and master pipe fitter with over 20 years of experience. Certified in safety, forklift, lifting, high reach, fall protection up to 50 feet.

Marco Camargo: Technician and certified tank inspector with over 14 years of experience. Certifications include STI SP001 aboveground tank system inspector and International Code Council.

D. Work Plan and Scope of Work

- Mobilize to site.
- Perform introductions to all site personnel that will be near and working within area.
- Identify any safety issues such as:
    - Pedestrian or vehicle traffic.
    - Bus parking or repair.
    - Overhead wives or piping.
- Come or tape off area of work.
- Conduct safety meeting daily of work being performed.
- Remove pressure from all oil, grease, coolant pumps, and reels.
    - Tag / lock out oil pumps to avoid any spills or miss fills.
- Provide overhead fall protection to all site workers on high reach.
- Remove old oil, grease, and coolant reels.
- Provide pipe caps and plugs to keep from oil and/ or coolant from dripping or spilling onto ground.
- Provide new ball valve and connecting hose.
- Install new oil, grease, coolant, and air reels.
- Test system for leaks.
- Haul off all waste and old reels.

E. Project Schedule

- Mobilize to site.
- 2 – days of remaining old reels, ball valves, and connecting hose.
- 5 – 7 days to install new product hose reels.
- 2 – 3 days to install new ball valves and connecting hoses.
- 2 – 3 days to test and remove old equipment.
- 1 – day to program of Graco pulse system.
- 1 – 2 days of training of Graco pulse system with site personnel.

F. Subcontractors

Not applicable.

G. Contract

No comments.

H. Completeness of Proposal Statement

See attached.

Please review, and if you have any questions, feel free to reach out to me at the number below or email me at Jmiller@ocpetroleum.com.

Sincerely,

John Miller
President
Orange Coast Petroleum Equipment, Inc.

EXHIBIT B

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-2

MAINTENANCE HOSE REELS REPLACEMENT

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the proposal as principals are those listed as such in the Proposal Forms and that,
2. The proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated 10-18-2022 #1 Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: John Miller / Orange Coast Petroleum Equip.

Business Address: 1015 N. Parker St. Orange, Ca. 92867

Contact Person: John Miller

Phone: 714-744-4049

Email Address: John@ocpetroleum.com

Signature of Authorized Official	Signature of Authorized Official
John Miller	
Typed or Printed Name	Typed or Printed Name
Owner	
Title	Title
10/26/22	
Date	Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their proposal.)

For proposals requiring licenses the following information is required:

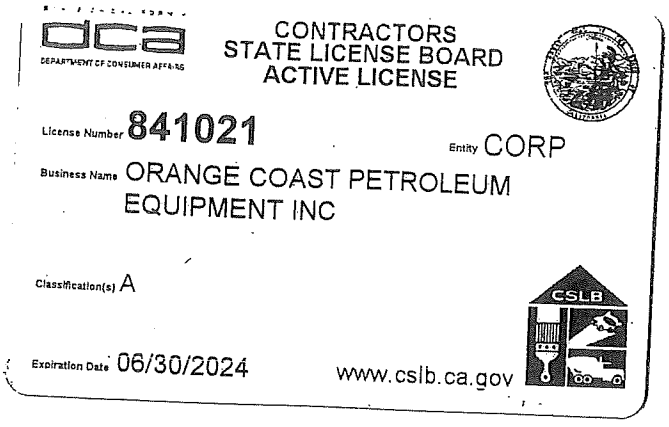
Contractor's License No. 841021 A

Expiration Date: 6-30-2024

License Classification: A

EXHIBIT C

CERTIFICATES, LICENSES, PERMITS, AND REGISTRATIONS



dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

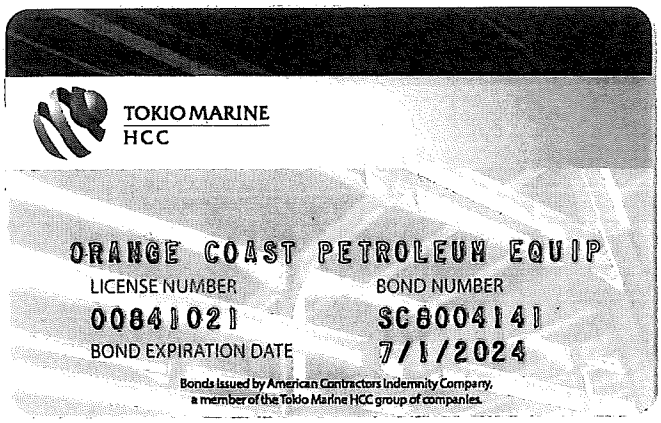
License Number 841021 Entity CORP

Business Name ORANGE COAST PETROLEUM EQUIPMENT INC

Classification(s) A

Expiration Date 06/30/2024 www.cslb.ca.gov

CSLB



TOKIO MARINE
HCC

ORANGE COAST PETROLEUM EQUIP

LICENSE NUMBER 0084102I

BOND NUMBER SC8004141

BOND EXPIRATION DATE 7/1/2024

Bonds Issued by American Contractors Indemnity Company,
a member of the Tokio Marine HCC group of companies.

EXHIBIT D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: Maintenance Hose Reels Replacement

Indemnitor(s): Orange Coast Petroleum Equip. Co. / John Miller
(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

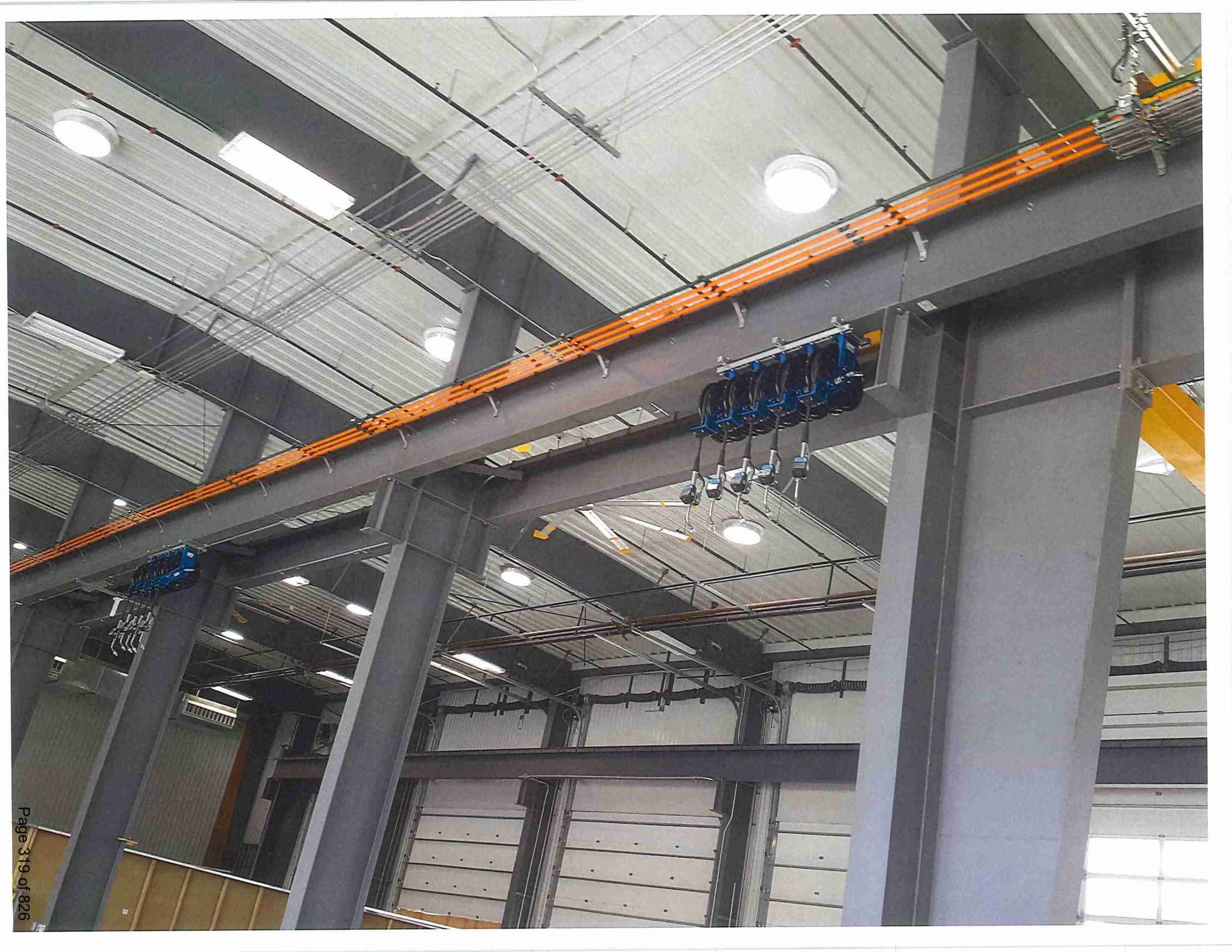
Name:	John Miller *(Print)*	**Name:**	*(Print)*
By:	*(Signature)*	**By:**	*(Signature)*
Title:	owner	**Title:**	
Date:	10/26/2022	**Date:**	

EXHIBIT E

REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	Coastline Equipment	
	Person of Contact:	Joe Harrison	
	Phone Number:	661-399-3600	
	E-mail Address:	Joe.Harrison@coastlineequipment.com	
	Address:	4520 Saco Rd	
	City, State, Zip Code:	Bakersfield, Ca. 93308	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ 211,500.00
		Award Date:	12-2022
		Term of Contract:	Net 30
		Description of Work:	Installion of lube reels, piping & Pulse system
2	Project City/Agency/Other:	RDO John Deere Service Center	
	Person of Contact:	Tim Curren	
	Phone Number:	701-237-7348	
	E-mail Address:	Tcurren@rdoffutt.com	
	Address:	72-185 Painter Ave	
	City, State, Zip Code:	Palm Desert, Ca. 92260	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ 53,600.00
		Award Date:	2019, 2020
		Term of Contract:	Net 30
		Description of Work:	Install of Graco Pulse System
3	Project City/Agency/Other:	Managed Mobile	
	Person of Contact:	Paul Rygalski	
	Phone Number:	888-633-10250	
	E-mail Address:	1901 Natcita Cr.	
	Address:	Paul@managedmobile.com	
	City, State, Zip Code:	Placentia, Ca. 92870	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ 62,000.00
		Award Date:	6-2022
		Term of Contract:	Net 30
		Description of Work:	Piping & installion of lube reels



GRACO

EXHIBIT F

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted doing business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy, or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Where applicable, Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

October 26, 2022

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

RE: Insurance Coverage – Exhibit F
RFP Np. 23-22

To Whom it May Concern:

We are in compliance with all of the insurance requirements listed in Exhibit F - RFP No. 23-2 and can be obtained upon award of contract.

If there is anything else you need, please let me know.

Sincerely,

ORANGE COAST PETROLEUM EQUIPMENT, INC.

John Miller
President

1015 N. PARKER • ORANGE, CA 92867
714.744.4049 • 800.734.LUBE • FAX: 714.744.0638
WWW.OCPETROLEUM.COM

EXHIBIT G

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

REQUIRED ITEMS		UNIT		
		QTY.	COST	SUBTOTAL
ITEM 1	Air Hose Reels Kit		$ 888 ea	$ 16,872 ea
ITEM 2	Coolant Hose Reels Kit		$ 888 ea	$ 7,104 ea
ITEM 3	Grease Hose Reels Kit		$ 1065 ea	$ 6,390 ea
ITEM 4	Oil Hose Reels Kit		$ 911 ea	$ 21,864 ea
ITEM 5	Mechanical Meters Kits Pulse Meters		$ 1680 ea	$ 53,760 ea
ITEM 6	Grease Guns Kits		$ 375	$ 2,250 ea
ITEM 7	Water Bibs Kits		$ -0-	$ -0-
ITEM 8	Labor (Assessment, removal, disposal, installation, and testing)		$ 16,000	$ 16,000 ea
ADDITIONAL ITEMS (Describe in detail of additional items offered)				
ITEM 9	Pulse Hub - Board & Faces			$ 18,935 85
			TOTAL FIRM-FIXED PRICE	$ 143,175 85

CONTACT INFORMATION:

NAME & JOB TITLE	John Miller - owner
BUSINESS NAME	Orange Coast Petroleum Equip., Inc
ADDRESS	1015 N. Parker St.
CITY, STATE, ZIP CODE	Orange, Ca. 92867
PHONE NUMBER	714-744-4049
EMAIL ADDRESS	John@ ocpetroleum.com
AUTHORIZED SIGNATURE	DATE 10/26/2022

EXHIBIT H

STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Orange Coast Petroleum Equipment Inc.
Firm Name

1015 N. Parker St., Orange, Ca. 92867
Address

714-744-4049
Phone Number

Small Business #19348
Type of Business

Currently DBE Certified? **YES*** ☐ **NO** ☑

*(If **YES**, attach a copy of the current *Letter of Certification* and *Statement of Personal Net Worth*.)

Total _____

% of Total Contract _____

Signature _____ **Date** 10/26/2022

EXHIBIT I

BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million	N/A	If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million	N/A	If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT J

DEBARMENT AND SUSPENSION CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Orange Coast Petroleum Equp. / John Miller certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Orange Coast Petroleum Equp. / John Miller CERTIFIES
(Firm Name/ Principle)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

[signature] 10/20/2022 Owner
Signature of Authorized Official **Title of Authorized Official**

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____ _____
Signature of Attorney **Date**

EXHIBIT K

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Orange Coast Petroleum Equipment Inc., 1015 N. Parker St. Orange, Ca. 92867

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and,

John Miller 1015 N. Parker St. Orange, Ca. 92867

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this 10/26 day of 2022.

WITNESS

PRINCIPLE

(SEAL)

(TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

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CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4056
WITH ORANGE COAST PETROLEUM EQUIPMENT, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 14, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ORANGE COAST PETROLEUM EQUIPMENT, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to remove, dispose, and replace existing hose reels, as well as associated components with high performance and dual pedestal framed hose reels system located at the Transportation Department's facility; and

WHEREAS, the 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; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated September 29, 2022 ("RFP No. 23-2"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement and its Exhibits, including but not limited to:
b. RFP No. 23-2, attached hereto as **Exhibit "A"**;
c. CONTRACTOR'S Proposal and "Best and Final Offer" to RFP No. 23-2 dated November 23, 2022, attached hereto as **Exhibit "B"**; and
d. All other documents, including but not limited to all applicable

bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 23-2 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Ninety Thousand and Eleven Dollars ($90,011)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **December 14, 2022**, and shall terminate upon completion of the Professional Services; provided such shall be on or before **February 28, 2023** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the

CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the

CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. 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.

c. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its

officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this

Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor:
Orange Coast Petroleum Equipment, Inc.
Attn: John Miller, Owner
1015 N.Park Street
Orange, CA 92867
(714) 744 - 4049
john@ocpetroleum.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**ORANGE COAST PETROLEUM EQUIPMENT, INC.**
_____	_____
René Bobadilla, City Manager	John Miller, Owner
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 22-4
- Exhibit B – Contractor's Scope Of Services
- Exhibit C – Terms for Compliance with California Labor Law Requirements

EXHIBIT “A”

RFP NO. 22-4

City of Montebello

Request for Proposals (RFP) No. 23-2

Maintenance Hose Reels Replacement

Date Issued: September 29, 2022

Proposals Due: October 27, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
https://pbsystem.planetbids.com/portal/33072/portal-home

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INTRODUCTION

The City of Montebello ("City") is soliciting proposals from highly-qualified contractors to remove, dispose, and replace existing hose reels, as well as associated components (e.g., meters, water bibs, grease guns, jumper hoses, etc.), with high performance and dual pedestal framed hose reels designed for heavy-duty jobs that require high-frequency use, extra strength, and durability. The Contractor will conduct an assessment of the existing hose reel system located at the Transportation Department's ("MBL") facility.

As the fourth-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier. In order to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities, MBL relies on the Maintenance Division to have state-of-the-art equipment required to maintain MBL's fleet.

The awarded Contractor ("Contractor") will possess the necessary aptitude and experience required to complete the project objective and install the dual pedestal framed hose reels.

The City reserves the right to reject any or all proposals, waive information or irregularities to the extent permitted by law in any proposal received, and be the sole judge of the merits of the respective proposals received.

COVER LETTER

DATE: September 29th, 2022

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-2

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

MAINTENANCE HOSE REELS REPLACEMENT

The City of Montebello ("City"), Montebello Bus Lines ("MBL"), is soliciting proposals ("Proposals") from highly-qualified contractors ("Contractors") to provide the technical expertise required for the removal of existing hose reels, as well as associated components (e.g., meters, water bibs, grease guns, jumper hoses, etc.) at the City's transportation facility. The Contractor will replace the existing hose reels with high performance and dual pedestal framed hose reels designed for heavy-duty jobs that require high-frequency use, extra strength, and durability.

A Pre-Proposal Meeting will be held on **Thursday, October 6, 2022**. The meeting will convene at **10:00 AM Pacific Standard Time** in the Transportation Facility located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting. Proposers must abide by all Federal, State, local, and City coronavirus (COVID-19) protective measures (e.g., face coverings) at all times while onsite.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name:	Rohan Anderson
Title:	Senior Procurement Analyst
Address:	City of Montebello, Transportation Facility 400 S. Taylor Ave., Montebello, CA 90640
Telephone:	(323) 558-1625 ext.104
E-mail:	randerson@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, or employee, other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in person will not receive a response.

Proposals must be received by **Thursday, October 27, 2022, 3:00 PM Pacific Standard Time** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin per FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age, or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name:	Adrianna Kendricks
Title:	Acting Director of Transportation
Address:	City of Montebello, Transportation Facility 400 S. Taylor Ave., Montebello, CA 90640
Telephone:	(323) 558-1625
Fax Number:	(323) 887-4643
E-mail:	RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	September 29, 2022
Pre-Proposal Meeting	Thursday	October 6, 2022 at 10:00 AM PST
Deadline to Submit Questions	Tuesday	October 13, 2022 at 3:00 PM PST
Responses to Questions Provided	Tuesday	October 18, 2022
Deadline to Submit Proposals	Thursday	October 27, 2022 at 3:00 PM PST
Presentations & Intent to Award	**Week of November 10, 2022**	

SECTION 1 – INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal, accessed through the City's official website at https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html.

Deadline to Submit Proposals	**Thursday**	**October 27, 2022, at 3:00 PM PST**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the date and time listed above will not be considered.

The following proposal format with the required contents has been developed to enable a consistent proposal evaluation. Failure to submit the requested documents may render the proposal non-responsive and rejected. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the right of the City to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit of the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposals shall be typed single-spaced and submitted on 8 ½ by 11 inch paper in the following format and include the sections specified below:

- Proposal Submission Check List (EXHIBIT A)
- Proposal and Organizational Information Required From the Contractor (SECTION 1)
- Letter of Transmittal (EXHIBIT B)
- Certificates, Licenses, Permits, and Registrations (EXHIBIT C)
- Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution (EXHIBIT D)
- References (EXHIBIT E)
- Project Portfolio References (SECTION 3)
- Insurance (SECTION F)
- Cost Proposal (EXHIBIT G)
- Statement of Disadvantaged Business Enterprise Participation (EXHIBIT H)
- Bidder's List of Subcontractor (DBE and Non-DBE) (EXHIBIT I)
- Debarment and Suspension Certification (EXHIBIT J)
- Performance Bond (EXHIBIT K)

ORGANIZATIONAL INFORMATION REQUIRED FROM THE CONTRACTOR

A. Cover Letter
   - Introduction of firm signed by an authorized Principal of the firm.
   - Name, address, and phone number of firm.
   - Years in business providing services described herein.
   - Brief statement of understanding of the services to be performed.
   - Include the name and signature of binding official authorized to answer questions regarding the firm's proposal.

B. Qualifications and Experience of Firm and/or Team
   - Describe other contracts (at least three) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
   - Describe projects that sub-contractors have performed with a similar scope, size, or discipline within the past five years.
   - Provide references, including name, address, email address, and telephone number of a contact person for each project identified and described.
   - Provide and identify the firm's financial condition documentation
   - Indicate commencement dates, duration, and type of operation.
   - Provide a list of all public transportation clients in California.

C. Project Manager(s) and Key Project Personnel
   - Clearly identify the professional staff person(s) who would be assigned as Project Manager(s) and provide resumes. The resume should indicate the abilities, qualifications, education, and experience of these individuals.

D. Work Plan and Scope of Work (SOW)
   - Include an SOW that at least meets the minimum requirements of the RFP.
   - Acknowledge any requirements of the scope that cannot be met and are not part of the supplier's proposal.
   - Include a detailed implementation plan.

E. Project Schedule
   - Account for each activity in the SOW and bidder's approach to work.
   - Define a realistic timeline, measured in days, to complete SOW after award.

F. Subcontractors and Work by Others
   - Identify any subcontractor to serve on the project with their qualifications.
   - Describe all work needed to complete the SOW not included in the proposal.
   - Include work to be completed by MBL with duration estimates.
   - Any work not included in "Work Done by Others" will be considered work the bidder will do.

G. Contract
   - The City has included its standard contract in Section 5. Identify all exceptions to the agreement that would prevent your Firm from executing it. The City will consider and discuss exceptions during negotiations.

H. Completeness of Proposal Statement
   - Provide a table of contents. Respond to all items listed in the submission requirements section and provide all other documents requested.

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the SOW required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the SOW and/or meet the specifications outlined in this RFP, in a manner that

meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The said addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than the time and date listed in the **TIMETABLE & SCHEDULE OF EVENTS** of this RFP. No questions will be answered individually by the City.

Requests for clarification, questions, and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any worksites, drawings, SOW and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for proposal submission or within six months following the scheduled deadline for proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit E.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer's signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. A certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the proposal in response to this request.
- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

PERFORMANCE GUARANTEE

A Performance Guarantee in the amount of 100% of the Contract value is required by the City to ensure faithful performance of the Contract. The performance bond shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Contract execution (Exhibit K). The City requires all performance bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in

protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:
    a. The proposal is incomplete, non-responsive, obscure, irregular, or lacks necessary detail and specificity.
    b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub Contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-Contractors of successful Proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days prior to the proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strikes, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONTRACTOR, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONTRACTOR and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to:

City of Montebello
Attn: Accounts Payable
1600 West Beverly Boulevard
Montebello, California, 90640

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly; provide one (1) invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the successful contractor (hereinafter, the "Contractor" or "CONTRACTOR") written notice thereof. Upon termination, MBL shall pay the CONTRACTOR allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the CONTRACTOR a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the CONTRACTOR breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the contract for default. CONTRACTOR shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

CONTRACTOR shall provide all services necessary as per the SOW described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the CONTRACTOR provides complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONTRACTOR in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

ACCESS TO SITE

The Contractor shall have limited use of the project site for installation operations during the installation period. The use of the site will be limited to the work area. The Contractor shall not disturb other areas of the site without the City's approval.

Driveways, Walkways, and Entrances: Keep entry driveways and personnel entrances serving premises clear and available to the City and emergency vehicles at all times. Maintain access to existing walkways, corridors,

and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the City's Project Manager (PM) or their designee.

MBL will occupy the facility during the entire installation period. Cooperate with the City's PM or their designee during installation operations to minimize interference with MBL's business operations.

PREPARATION

Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain.

- Provide protection to ensure the safe passage of people around selective demolition areas and to and from occupied portions of the building.
- Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

OWNERSHIP OF DATA

Any and all forms of data and other information generated by or used by the Contractor is the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the requested services by the City.

AWARD OF CONTRACT

The agreement ("Agreement") resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFP's.

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best

interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

PROPOSALS EVALUATION

Selection criteria include such price and qualitative considerations as qualifications and experiences of Contractor, subcontractor, and proposed project personnel; technical approach and design; management plan (e.g., personnel, workload, timeline, etc.); and past performance record. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the City.

An Evaluation Committee comprised of City staff will evaluate all proposals in accordance with the proposal Evaluation Criteria set forth in this RFP. Interviews with the highest-ranked firms may or may not be requested by the City. Selection may be made strictly from the information provided in the Proposal. However, the City reserves the right to conduct interviews with and request presentations from any, all, or some respondents.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Technical proposals will be reviewed and scored first without consideration for price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the technical evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the technical and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

If the committee determined it to be necessary, it may then conduct interviews and negotiations with short-listed Proposers. As no other interview dates are available, Proposers who are unable to attend their interview as scheduled may be eliminated from further participation. The interview may consist of a short presentation by the Proposer after which MBL may ask questions and/or request clarification related to any element of a proposal and its qualifications. MBL may also enter negotiations with the Proposer.

At the conclusion of interviews and negotiations, the evaluation committee may choose to proceed using one of the following processes:

- The committee may find it necessary to re-score the proposals in light of information gained during the interviews and negotiations process. The proposals will be scored in the same manner as the original proposals.
- The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.
- Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.
- After the BAFO's are evaluated and scored, the evaluation committee may recommend a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offers(s) are the most advantageous to MBL.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated at least 5 years of related services experience. (P/F)

- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on related project. (P/F)

If the Proposer does not meet any of the criteria mentioned above, their proposal may not be considered for evaluation.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the respondent's response shall be documented and included as part of the final contract agreement.

POINT OF CONTACT

This RFP is issued by the City, and the Senior Procurement Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello, Transportation Department	
Name:	Rohan Anderson
Title:	Senior Procurement Analyst
Address:	400 S. Taylor Ave., Montebello, CA 90640
Telephone:	(323) 558-1625 ext.104
E-mail:	randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

QUALITATIVE AND QUANTITATIVE CONSIDERATIONS

Proposers' proposals will be evaluated based on the basis of the following qualitative and quantitative factors with the weighted value set forth below:

#	Categories	Weighted Points (Pts)
1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the SOW.	10 pts
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel, comprehensiveness of plan, and team's familiarity with the requested provision services.	20 pts
3	**Firm Qualifications and Experience** Demonstrate experience completing related projects of the same or similar magnitude. Present a catalog of experience and expertise most advantageous to the City.	15 pts
4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	25 pts
5	**Price** The Proposer's Price Proposal will be compared to the Proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	30 pts
	TOTAL	100 pts

The best value responsive price will receive the total weighted score for the price (30 pts).

All other price proposals will be scored as follows:

Final Price Proposal Score = Proposal Price Rating x Weighted Points

SECTION 3 – QUALIFICATIONS

The Contractor may be required to present proof of satisfactorily completed projects and products of similar work completed for past client companies, organizations, or municipalities that display good standing status without claims or pending claims against such work.

MINIMUM NECESSARY QUALIFICATIONS

The following are the minimum necessary qualifications to provide services:

- List and describe a minimum of three (3) projects or experiences, similar in nature to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- Within the past five (5) years, have not declared bankruptcy and/or defaulted on a contractor; Within the past three (3) years, have been placed in receivership and/or denied credit.
- Within the past five (5) years, have not assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations.
- Currently not under investigation for any charge and/or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including without limitation prevailing wage laws and apprenticeship laws.
- Licensed to do business in the State of California.
- Certifications and Licenses (if required)
- Experience with agencies and projects of similar size and scope.
- Financial Capacity.

SECTION 4 – SCOPE OF WORK

PROJECT OVERVIEW

The project objective is to remove, dispose, and replace existing hose reels, as well as associated components (e.g., meters, water bibs, grease guns, jumper hoses, nozzles, etc.), with high performance and dual pedestal framed hose reels designed for heavy-duty jobs that require high-frequency use, extra strength, and durability. All couplers, meters, and nozzles must match or be retrofitted with MBL's current tools and dispensed fluids. The hose reel system must be bled and tested before being placed into service.

The Contractor must provide a complete asset list describing at a minimum the hose reels' identification number, fluid type, location, and color. Each hose reel must be labeled with reflective outdoor vinyl labels for easy identification from the ground view. Additional hose reels may be acquired should the need be identified following the Contractor's assessment of the existing hose reel system.

The project site includes three locations: Chassis Wash, Corporate Shop, and Fueling Station.

I. CHASSIS WASH	II. CORPORATE SHOP	III. FUELING STATION
• One (1) Air Hose Reel	• Thirteen (13) Air Hose Reel • Six (6) Coolant Hose Reel • Six (6) Grease Hose Reel • Twenty (20) Oil Hose Reel	• Three (3) Air Hose Reel • Two (2) Coolant Hose Reel • Four (4) Oil Hose Reel

The Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the agreement. At completion of the SOW, the Contractor shall remove and clean up all byproducts, debris, and rubbish caused by the operations under the agreement. If Contractor fails to clean up, the City may do so, and the cost thereof shall be charged to Contractor.

REELS SPECIFICATION

The equipment must be approved equal to the following Graco XD Series specifications:

- **AIR HOSE REELS**
  - Graco XD Series Size 20, Red Color Finish
  - 3/8" x 50' Hose
- **COOLANT HOSE REELS**
  - Graco XD Series Size 20, Yellow Color Finish
  - 3/8" x 50' Hose
- **GREASE HOSE REELS**
  - Graco XD Series Size 20, Yellow Color Finish
  - 3/8" x 50' Hose
- **OIL HOSE REELS**
  - Graco XD Series Size 20, Yellow Color Finish
  - 3/8" x 50' Hose
- **GREASE GUNS**
  - Graco Grease Gun
  - Graco Z Swivel and Alemite 6509-E Tip Swivel
  - Graco 24" Whip Hose and Coupler
- **METERS**
  - Graco Mechanical Quarts Meters
  - Flex Hose with Non-drip Tips
- **WATER BIBS**
  - Water Dispensing Bibs with Rubber Tips

TESTING

Following installation, the Contractor shall perform an acceptance test as recommended by the manufacturer. A test outline shall be provided to the MBL for approval prior to performing the test. The test program shall show that the equipment meets all of the conditions described by the specification and that the equipment will perform as intended.

WARRANTY

A. Upon completion of the installation, the awarded Contractor shall provide a three (3) year warranty repairs against manufacturing defects in materials, function, and workmanship.
B. Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.
C. In the event of a failure of the hose reels during the warranty period, the Contractor will be required to repair the hose reels within 10 days of notification.

SECTION 5 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR
MAINTENANCE HOSE REELS REPLACEMENT

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2022, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to replace and install the Maintenance Hose Reels ("Project"); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated September 29, 2022 (RFP No. [23-2]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

C. CONTRACTOR shall be compensated a sum not-to-exceed $……(the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on ……, 2022 , and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 8 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

A. RFP No. 23-2;
B. Proposer's [DATE] Proposal for Transit Relocation Feasibility Analysis and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and

exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in Exhibit "A." Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

B. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written

notice of the default, the nature of the default, and of the steps necessary to cure the default.

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the SOW or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's sub-Contractor for

injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractor with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractor providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

If applicable, Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for 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.

CONTACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least a: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractor, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR'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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-Contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-Contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-Contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-Contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractor, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO	**CONTRACTOR**
René Bobadilla City Manager	Name and Title
Dated:	Dated:

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 – EXHIBITS

EXHIBIT A

PROPOSAL SUBMISSION CHECK LIST

		Description	Section	Proposer Initials
1	☐	Proposal Submission Check List	EXHIBIT A	
2	☐	Proposal	SECTION 1	
3	☐	Letter of Transmittal	EXHIBIT B	
4	☐	Certificates, Licenses, Permits, and Registrations	EXHIBIT C	
5	☐	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	EXHIBIT D	
6	☐	References	EXHIBIT E	
7	☐	Project Portfolio References	SECTION 3	
8	☐	Insurance	EXHIBIT F	
9	☐	Cost Proposal	EXHIBIT G	
10	☐	Statement of Disadvantaged Business Enterprise Participation	EXHIBIT H	
11	☐	Bidder's List of Subcontractor (DBE and Non-DBE)	EXHIBIT I	
12	☐	Debarment and Suspension Certification	EXHIBIT J	
13	☐	Performance Bond	EXHIBIT K	
Optional Items				
14	☐	Requests for Exceptions or Deviations	SECTION 1	

NAME & JOB TITLE	
BUSINESS NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
PHONE NUMBER	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	DATE

EXHIBIT B

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-2

MAINTENANCE HOSE REELS REPLACEMENT

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the proposal as principals are those listed as such in the Proposal Forms and that,
2. The proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Authorized Official	Signature of Authorized Official
Typed or Printed Name	Typed or Printed Name
Title	Title
Date	Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their proposal.)

_____ _____

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT C

CERTIFICATES, LICENSES, PERMITS, AND REGISTRATIONS

EXHIBIT D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: Maintenance Hose Reels Replacement

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name:	_____	**Name:**	_____
	(Print)		*(Print)*
By:	_____	**By:**	_____
	(Signature)		*(Signature)*
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

EXHIBIT E

REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract (Please include contract value, award date, term of contract, and description of work)**:**	Contract Value:	$
		Award Date:	
		Term of Contract:	
		Description of Work:	
2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract (Please include contract value, award date, term of contract, and description of work)**:**	Contract Value:	$
		Award Date:	
		Term of Contract:	
		Description of Work:	
3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract (Please include contract value, award date, term of contract, and description of work)**:**	Contract Value:	$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT F

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted doing business in California, rated “A” or better in the most recent A.M. Best’s Insurance Rating Guide, and approved by the CITY, a policy, or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Where applicable, Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer’s work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT G

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

REQUIRED ITEMS		UNIT		
		QTY.	**COST**	**SUBTOTAL**
ITEM 1	Air Hose Reels Kit		$	$
ITEM 2	Coolant Hose Reels Kit		$	$
ITEM 3	Grease Hose Reels Kit		$	$
ITEM 4	Oil Hose Reels Kit		$	$
ITEM 5	Mechanical Meters Kits		$	$
ITEM 6	Grease Guns Kits		$	$
ITEM 7	Water Bibs Kits		$	$
ITEM 8	Labor (Assessment, removal, disposal, installation, and testing)		$	$
ADDITIONAL ITEMS (Describe in detail of additional items offered)				
ITEM 9				$
			TOTAL FIRM-FIXED PRICE	$

CONTACT INFORMATION:

NAME & JOB TITLE	
BUSINESS NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
PHONE NUMBER	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	DATE

EXHIBIT H

STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

_____
Firm Name

_____
Address

_____
Phone Number

_____
Type of Business

Currently DBE Certified? **YES*** ☐ **NO** ☐

*(If **YES**, attach a copy of the current *Letter of Certification* and *Statement of Personal Net Worth*.)

Total _____

% of Total Contract _____

Signature _____ **Date** _____

EXHIBIT I

BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT J

DEBARMENT AND SUSPENSION CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/ Principle)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____ _____
Signature of Authorized Official **Title of Authorized Official**

The undersigned chief legal counsel for the _____ hereby certifies that

the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____ _____
Signature of Attorney **Date**

EXHIBIT K

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and,

_____

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

(SEAL)

_____

(TITLE)

_____

WITNESS SURETY

(SEAL)

_____

(TITLE)

_____

Attach hereto proof of authority of officers or agents to sign bond.

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EXHIBIT “B”

CONTRACTOR’S SCOPE OF SERVICES

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

City of Montebello
Rohan Anderson
reanderson@cityofmontebello.com

Date: November 23, 2022
Quote #: VD 101022-112 - Rev 1
Job Name: Reel Replacement

Dear Rohan

Please see the following reel replacment quote based upon our site visit and subsequent requests.

Equipment Summary:

- Hose Reel Assemblies $52,230.00 Extended Net Price
- Control Handles $15,031.20 Extended Net Price
- Installation Services $13,600.00 Extended Net Price

Equipment Summary:

Equipment	$67,261.20
10.25% Sales Tax	$6,894.27
Installation Services	$13,600.00
BOND FEE	$2,255.00
Project Grand Total	**$90,010.47**

Notes / Exclusions:

- This quotation is based upon information received by us at the time of quotation.
- **Equipment breakdown and details are included on the following pages.**
- **No air couplers or other accessories included.**
- **No site preparation, concrete, or electrical work of any kind.**
- **No fire, local, state, and/or federal permits and/or fees included.**
- **Customer to provide a clear work area in each bay as needed.**
- **Orange Coast Petroleum Equipment is not responsible for additional equipment**
- Prices are good for 30 days from the date of this quote.
- Orange Coast Petroleum Equipment reserves the right to change / amend pricing as necessary upon receipt of full specification or drawings required before acceptance of a purchase order.

If I can be of any additional assistance, please call me at (714) 744-4049 or fax at (714) 744-0638.

Sincerely,

Victor Dominguez

Quote Details / Product Description

Hose Reels:

24 Oil Reel Assembly

- Graco Series 20 - XD Reel with YELLOW Arm
- 1/2" x 50' Medium Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $911.00
Extended Net Price: $21,864.00

6 Grease Reel Assembly

- Graco Series 20 - XD Reel with YELLOW Arm
- 3/8" x 50' High Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $1,065.00
Extended Net Price: $6,390.00

19 Air Reel Assembly

- Graco Series 20 - XD Reel with BLUE Arm
- 3/8" x 50' Low Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $888.00
Extended Net Price: $16,872.00

8 Coolant Reel

- Graco Series 20 - XD Reel with YELLOW Arm
- 1/2" x 50' Low Pressure Hose Assembly
- Adjustable Dual Arm with Roller Guides
- Inlet Connecting Hose with Swivel

Unit Net Price: $888.00
Extended Net Price: $7,104.00

Quote Details / Product Description

Control Handles:

24 Oil Meter

- Graco # 24V043 Metered Control Handle w/ 1/2" Inlet Swivel

Unit Net Price: $395.00
Extended Net Price: $9,480.00

24 Oil Flex Hose and Tip

- Graco # 225853 1/2" Flex Hose with Non-Drip Tip

Unit Net Price: $124.50
Extended Net Price: $2,988.00

6 Grease Control Handle Assembly

- Graco Z-Swivel and Control Handle
- Graco 1/4" X 24" Whip Hose
- **Alemite 6509-E** Swivel Tip

Unit Net Price: $375.00
Extended Net Price: $2,250.00

8 Water Bib

- Graco # 180685 Water Bib Assembly

Unit Net Price: $39.15
Extended Net Price: $313.20

Installation Services:

1 Scope of Work

- Removal, Haul Off, and Disposal of All Meters, Water Bibs, Grease Guns, and Hose Reels with Jumper Hoses and Connection Fittings
- Adjust/Modify Existing Reel Mounting Brackets to Accommodate New Equipment
- Assemble Inlet Hose and Swivels on Each Reel and Adjust Each Roller Guide Arm for Mounting Position As Needed
- Assemble and Install Meter or Control Handel Assembly as Quoted
  **** Air Couplers Supplied by Customer to Match Customer's Tools***
- Mount New Reel Assemblies in Shop and By Fuel Island on Bank at a Time
  ** Includes a 3 man crew and manlift rental*
  *** Additional letter provided for a more detailed work flow*

Unit Net Price: $13,600.00
Extended Net Price: $13,600.00

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

City of Montebello

Reel Replacement Project

Scope of Work:

The work will consist of the replacement of the following reels and handles between the shop and the fuel island.

(24) Oil Reels and Oil Meters

(6) Grease Reels and Control Handles

(19) Air Reels

(8) Coolant Reels and Control Handles

To perform the work, our crew will coordinate with the on-site personnel to close one existing bank of reels at a time. The rest of the shop will remain operational during the project work.

Our crew will need a clear path under each back of reels for their scissor lift to come in. They will get up to the existing bank of reels, shut-off the ball valve, disconnect the connection hose, drain the whip hose and plug the line. Once the reels have been isolated and the product line are off and secure the reels will be removed and brought down for disposal. The reel mounting plates will be adjusted as necessary for the new reels.

The new reels will be fully assembled with the connection hose and control handle and/or meter. The arm of the reel will be adjusted for the hanging position and brough up to the mounting bracket. The reels will then be hung on the modified bracket and connected to the existing product lines. After connection, the ball valves will be opened and the reels tested for leaks.

After the initial activation, the area will be cleared, and they will move on to the next bank. This same process will be repeated until all of the reels have been replaced.

Upon completion, all of the old reels and control handles will be loaded and hauled off for disposal.

1015 N. PARKER • ORANGE, CA 92867
714.744.4049 • 800.734.LUBE • FAX: 714.744.0638
WWW.OCPETROLEUM.COM

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
Orange Coast Petroleum Equip. Inc.
1015 N. Parker St.
Orange, Ca. 92867
Jann Miller

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-Contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-Contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractor, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO

René Bobadilla
City Manager

Dated:

CONTRACTOR

Name and Title

Dated: 10/26/2022

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 6 – EXHIBITS

EXHIBIT A

PROPOSAL SUBMISSION CHECK LIST

		Description	Section	Proposer Initials
1	☑	Proposal Submission Check List	EXHIBIT A	JM
2	☑	Proposal	SECTION 1	JM
3	☑	Letter of Transmittal	EXHIBIT B	JM
4	☑	Certificates, Licenses, Permits, and Registrations	EXHIBIT C	JM
5	☑	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	EXHIBIT D	JM
6	☑	References	EXHIBIT E	JM
7	☑	Project Portfolio References	SECTION 3	JM
8	☑	Insurance	EXHIBIT F	JM
9	☑	Cost Proposal	EXHIBIT G	JM
10	☑	Statement of Disadvantaged Business Enterprise Participation	EXHIBIT H	JM
11	☑	Bidder's List of Subcontractor (DBE and Non-DBE)	EXHIBIT I	JM
12	☑	Debarment and Suspension Certification	EXHIBIT J	JM
13	☑	Performance Bond	EXHIBIT K	JM
		Optional Items		
14	☑	Requests for Exceptions or Deviations	SECTION 1	JM

NAME & JOB TITLE	John Miller owner
BUSINESS NAME	Orange Coast Petroleum Equipment, Inc.
ADDRESS	1015 N. Parker St.
CITY, STATE, ZIP CODE	Orange, Ca. 92867
PHONE NUMBER	714-744-4049
EMAIL ADDRESS	John@ ocpetroleum.com
AUTHORIZED SIGNATURE	John Miller DATE 10/26/2022

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

City of Montebello

Date: October 10. 2022
VD 101022-112
Lube Reels

Dear Rohan

Please see the following quote based off of our site visit last week.

Equipment Summary:

• Reels	$52,230.00	Extended Net Price
• Pulse Meters	$53,760.00	Extended Net Price
• Grease Guns	$2,250.00	Extended Net Price
• Pulse System	$4,500.00	Extended Net Price
• Labor	$16,000.00	Extended Net Price

Equipment	$112,740.00
Tax (10.25%)	$11,555.85
Labor	$16,000.00
BOND	$2,880.00
Project Grand Total	**$143,175.85**

Notes / Exclusions:

- This quotation is based upon information received by us at the time of quotation.
- **Equipment breakdown and details are included on the following pages.**
- **No fire extinguishers or other accessories included.**
- **No site preparation, concrete work, No electrical of any kind**
- **No fire, local, state, and/or federal permits and/or fees included.**
- **Orange Coast Petroleum Equipment is not responsible for additional equipment**
- Prices are good for 30 days from the date of this quote.
- Orange Coast Petroleum Equipment reserves the right to change / amend pricing as necessary upon receipt of full specification or drawings required before acceptance of a purchase order.

If I can be of any additional assistance, please call me at (714) 744-4049 or fax at (714) 744-0638.

Sincerely,

Victor Dominguez

Quote Details / Product Description

Oil Reels:

24 **Graco XD Reels with Yellow Arm - Series 20**

- 1/2" x 50' Medium pressure hose - Series 20
- Adjustable Dual arm with rollers
- Connecting hose with swivel

Unit Net Price: $911.00
Extended Net Price: $21,864.00

Grease Reels

6 **Graco XD Reels with Yellow Arm - Sereis 20**

- 3/8" x 50 High Pressure hose - Series 20
- Adjustable Single arm with rollers
- Connecting hose with swivel

Unit Net Price: $1,065.00
Extended Net Price: $6,390.00

Air Reels:

19 **Graco XD Reels with BLUE arm - Series 20**

- 3/8" x 50' low pressure hose - Series 20
- Adjustable Single arm with rollers
- Connecting hose with swivel

Unit Net Price: $888.00
Extended Net Price: $16,872.00

Coolant Reels:

8 **Graco XD Reels with Yelloe Arm - Series 20**

- 1/2" x 50' Low pressure hose - Series 20
- Adjustable Single arm with rollers
- Connecting hose with swivel

Unit Net Price: $888.00
Extended Net Price: $7,104.00

Meters:

32 **Graco Pulse Meters** **24- Oil 8-Coolant**

- Pulse Meters
- Flex hose with non-drip tips
- 1/2" Swivel inlet

Unit Net Price: $1,680.00
Extended Net Price: $53,760.00

Grease Guns

6 **Grease & Swivels**

- Graco Grease gun
- Graco Z swivel & **Alemite 6509-E** tip swivel
- Graco 24" whip hose and coupler

Unit Net Price: $375.00
Extended Net Price: $2,250.00

Quote Details / Product Description

Pulse Hub:

1 **Pulse System**

- Graco Hub system
- Graco Remote Extender
- Graco Pulse Repeters (3)

Unit Net Price: **$4,500.00**
Extended Net Price: **$4,500.00**

Labor:

1 **Scope of Work**

- Remove Existing Reels and disposed of them
- remove all meters - water bibs - grease guns and disposed of them
- Remove existing oil - air - grease and coolant jumper hoses and disposed of them
- Labor to adjust modify existing reel brackets to accommodate new reels
- Labor to install new jumper hoses 24" with swivels to each new reel
- Labor to adjust each rolling arm on each reel to feed hose strait down
- Labor to install all new Oil mechanical meters to each oil reel
- Labor to install Grease guns - swivels and whip hoses to each grease reel
- Labor to install Water bibs to each coolant reel

Labor to install air coupler **supply by customer to match their tools**

- Labor to install new oil reels by the fuel island
- Labor to install coolant reels by fuel island
- Labor to install air reel by fuel island

Labor to install one air reel by truck wash area

- Labor to install Graco Pulse System
- Labor to include 3 man crew
- labor to include manlift rental

Labor to install ethernet cable and 110power outside parts department

Unit Net Price: **$16,000.00**
Extended Net Price: **$16,000.00**

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

October 27th, 2022

City of Montebello
Bus Lines
RFP No. 23-2
Maintenance Hose Reels Replacement

A. Cover Letter

Orange Coast Petroleum Equipment, Inc. (OCPE) was founded by President John Miller in April of 1988 and has remained in Orange, California for the past thirty-four years. After years of hard work and quality customer service, Orange Coast Petroleum has become one of the best petroleum and lubrication equipment suppliers.

We offer top quality products at affordable prices while providing a friendly knowledgeable staff to help with all equipment needs. OCPE also stocks, services, and installs all the equipment we sell.

In addition, we believe in only providing top quality equipment as we stand behind all the products we sell. OCPE is an authorized repair center for most major brands of pumps, reels, and meters. Also, we have evolved to an expert in design and installation of aboveground storage tanks for lube and fuel systems.

Furthermore, we service contractors, oil jobbers, heavy equipment users, utilities, and automotive service facilities.

B. Qualifications and Experience of Firm and / or Team

Orange County Transit Authority: Current maintenance, service, and repairs.

Metropolitan Transportation Authority: Current, maintenance, service, and repairs.

Amtrak: Current maintenance, service, and repairs.

1015 N. PARKER • ORANGE, CA 92867
714.744.4049 • 800.734.LUBE • FAX: 714.744.0638
WWW.OCPETROLEUM.COM

C. Project Manager and Key Project Personnel

Victor Dominguez: Sales manager and project coordinator with over 35 years of experience.

Earl Garcia: Head foreman and master pipe fitter with over 25 years of experience. Certified in safety, forklift, lifting, high reach, fall protection up to 50 feet, STI SP001 aboveground tank system inspector, and International Code Council.

Abel Dominguez: Technician and master pipe fitter with over 20 years of experience. Certified in safety, forklift, lifting, high reach, fall protection up to 50 feet.

Marco Camargo: Technician and certified tank inspector with over 14 years of experience. Certifications include STI SP001 aboveground tank system inspector and International Code Council.

D. Work Plan and Scope of Work

- Mobilize to site.
- Perform introductions to all site personnel that will be near and working within area.
- Identify any safety issues such as:
    - Pedestrian or vehicle traffic.
    - Bus parking or repair.
    - Overhead wives or piping.
- Come or tape off area of work.
- Conduct safety meeting daily of work being performed.
- Remove pressure from all oil, grease, coolant pumps, and reels.
    - Tag / lock out oil pumps to avoid any spills or miss fills.
- Provide overhead fall protection to all site workers on high reach.
- Remove old oil, grease, and coolant reels.
- Provide pipe caps and plugs to keep from oil and/ or coolant from dripping or spilling onto ground.
- Provide new ball valve and connecting hose.
- Install new oil, grease, coolant, and air reels.
- Test system for leaks.
- Haul off all waste and old reels.

E. Project Schedule

- Mobilize to site.
- 2 – days of remaining old reels, ball valves, and connecting hose.
- 5 – 7 days to install new product hose reels.
- 2 – 3 days to install new ball valves and connecting hoses.
- 2 – 3 days to test and remove old equipment.
- 1 – day to program of Graco pulse system.
- 1 – 2 days of training of Graco pulse system with site personnel.

F. Subcontractors

Not applicable.

G. Contract

No comments.

H. Completeness of Proposal Statement

See attached.

Please review, and if you have any questions, feel free to reach out to me at the number below or email me at Jmiller@ocpetroleum.com.

Sincerely,

John Miller
President
Orange Coast Petroleum Equipment, Inc.

EXHIBIT B

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-2

MAINTENANCE HOSE REELS REPLACEMENT

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill, and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully review the accuracy of all statements and figures shown in the proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the proposal as principals are those listed as such in the Proposal Forms and that,
2. The proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated 10-18-2022 #1 Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name: John Miller / Orange Coast Petroleum Equip.

Business Address: 1015 N. Parker St. Orange, Ca. 92867

Contact Person: John Miller

Phone: 714-744-4049

Email Address: John@ocpetroleum.com

Signature of Authorized Official

John Miller

Typed or Printed Name

Owner

Title

10/26/22

Date

Signature of Authorized Official

Typed or Printed Name

Title

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their proposal.)

For proposals requiring licenses the following information is required:

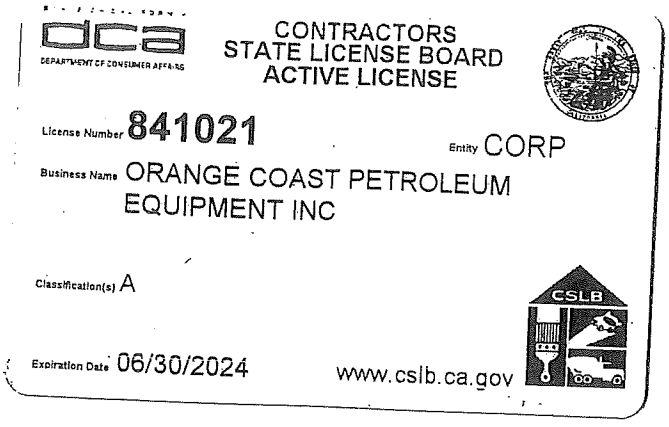
Contractor's License No. 841021 A

Expiration Date: 6-30-2024

License Classification: A

EXHIBIT C

CERTIFICATES, LICENSES, PERMITS, AND REGISTRATIONS



dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

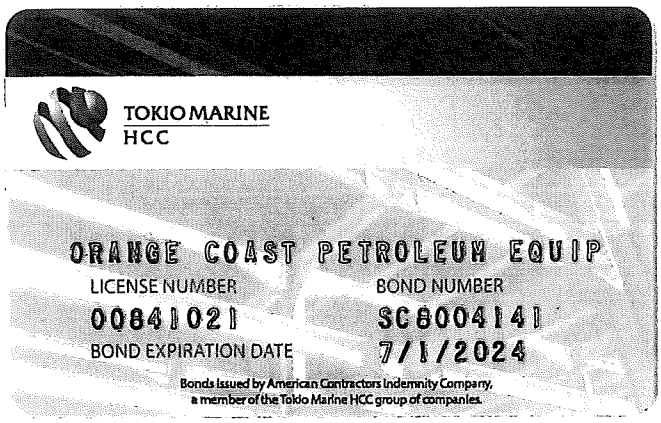
License Number 841021 Entity CORP

Business Name ORANGE COAST PETROLEUM EQUIPMENT INC

Classification(s) A

Expiration Date 06/30/2024 www.cslb.ca.gov

CSLB



TOKIO MARINE
HCC

ORANGE COAST PETROLEUM EQUIP

LICENSE NUMBER 00841021

BOND NUMBER SC6004141

BOND EXPIRATION DATE 7/1/2024

Bonds Issued by American Contractors Indemnity Company,
a member of the Tokio Marine HCC group of companies.

EXHIBIT D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: Maintenance Hose Reels Replacement

Indemnitor(s): Orange Coast Petroleum Equip. Co. / John Miller
(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

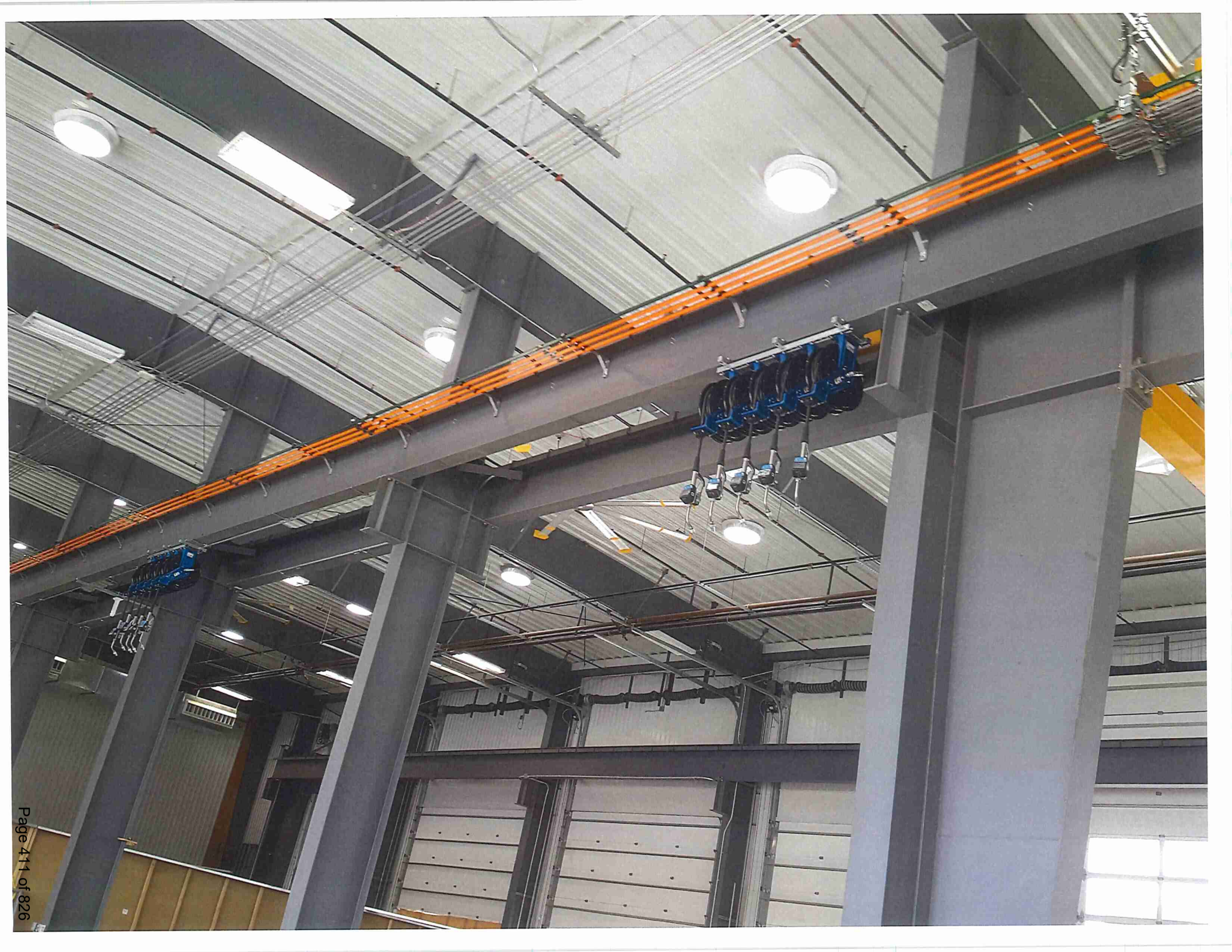
Name:	John Miller *(Print)*	**Name:**	*(Print)*
By:	*(Signature)*	**By:**	*(Signature)*
Title:	owner	**Title:**	
Date:	10/26/2022	**Date:**	

EXHIBIT E

REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:	Coastline Equipment	
	Person of Contact:	Joe Harrison	
	Phone Number:	661-399-3600	
	E-mail Address:	Joe.Harrison@coastlineequipment.com	
	Address:	4520 Saco Rd	
	City, State, Zip Code:	Bakersfield, Ca. 93308	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ 211,500.00
		Award Date:	12-2022
		Term of Contract:	Net 30
		Description of Work:	Installion of lube reels, piping & Pulse system
2	Project City/Agency/Other:	RDO John Deere Service Center	
	Person of Contact:	Tim Curren	
	Phone Number:	701-237-7348	
	E-mail Address:	Tcurren@rdoffutt.com	
	Address:	72-185 Painter Ave	
	City, State, Zip Code:	Palm Desert, Ca. 92260	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ 53,600.00
		Award Date:	2019, 2020
		Term of Contract:	Net 30
		Description of Work:	Install of Graco Pulse System
3	Project City/Agency/Other:	Managed Mobile	
	Person of Contact:	Paul Rygalski	
	Phone Number:	888-633-10250	
	E-mail Address:	1901 Natcita Cr.	
	Address:	Paul@managedmobile.com	
	City, State, Zip Code:	Placentia, Ca. 92870	
	Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ 62,000.00
		Award Date:	6-2022
		Term of Contract:	Net 30
		Description of Work:	Piping & installion of lube reels



GRACO

EXHIBIT F

INSURANCE

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted doing business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy, or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Where applicable, Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

F. Contractor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

ORANGE COAST
PETROLEUM EQUIPMENT, INC.

October 26, 2022

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

RE: Insurance Coverage – Exhibit F
RFP Np. 23-22

To Whom it May Concern:

We are in compliance with all of the insurance requirements listed in Exhibit F - RFP No. 23-2 and can be obtained upon award of contract.

If there is anything else you need, please let me know.

Sincerely,

ORANGE COAST PETROLEUM EQUIPMENT, INC.

John Miller
President

1015 N. PARKER • ORANGE, CA 92867
714.744.4049 • 800.734.LUBE • FAX: 714.744.0638
WWW.OCPETROLEUM.COM

EXHIBIT G

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello (hereinafter referred to as Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

REQUIRED ITEMS		UNIT		
		QTY.	COST	SUBTOTAL
ITEM 1	Air Hose Reels Kit		$ 888 ea	$ 16,872 ea
ITEM 2	Coolant Hose Reels Kit		$ 888 ea	$ 7,104 ea
ITEM 3	Grease Hose Reels Kit		$ 1065 ea	$ 6,390 ea
ITEM 4	Oil Hose Reels Kit		$ 911 ea	$ 21,864 ea
ITEM 5	Mechanical Meters Kits Pulse Meters		$ 1680 ea	$ 53,760 ea
ITEM 6	Grease Guns Kits		$ 375	$ 2,250 ea
ITEM 7	Water Bibs Kits		$ -0-	$ -0-
ITEM 8	Labor (Assessment, removal, disposal, installation, and testing)		$ 16,000	$ 16,000 ea
ADDITIONAL ITEMS (Describe in detail of additional items offered)				
ITEM 9	Pulse Hub - Board & Faces			$ 18,935 85
			TOTAL FIRM-FIXED PRICE	$ 143,175 85

CONTACT INFORMATION:

NAME & JOB TITLE	John Miller - owner
BUSINESS NAME	Orange Coast Petroleum Equip., Inc
ADDRESS	1015 N. Parker St.
CITY, STATE, ZIP CODE	Orange, Ca. 92867
PHONE NUMBER	714-744-4049
EMAIL ADDRESS	John@ ocpetroleum.com
AUTHORIZED SIGNATURE	DATE 10/26/2022

EXHIBIT H

STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Orange Coast Petroleum Equipment Inc.
Firm Name

1015 N. Parker St., Orange, Ca. 92867
Address

714-744-4049
Phone Number

Small Business #19348
Type of Business

Currently DBE Certified? **YES*** ☐ **NO** ☑

*(If **YES**, attach a copy of the current *Letter of Certification* and *Statement of Personal Net Worth*.)

Total _____

% of Total Contract _____

Signature _____ **Date** 10/26/2022

EXHIBIT I

BIDDER'S LIST OF SUBCONTRACTOR (DBE AND NON-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million	N/A	If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million	N/A	If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	Phone	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		If YES list DBE #:
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT J

DEBARMENT AND SUSPENSION CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Orange Coast Petroleum Equp. / John Miller certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Orange Coast Petroleum Equp. / John Miller CERTIFIES
(Firm Name/ Principle)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

[signature] 10/20/2022 Owner
Signature of Authorized Official **Title of Authorized Official**

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____ _____
Signature of Attorney **Date**

EXHIBIT K

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Orange Coast Petroleum Equipment Inc., 1015 N. Parker St. Orange, Ca. 92867

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and,

John Miller 1015 N. Parker St. Orange, Ca. 92867

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

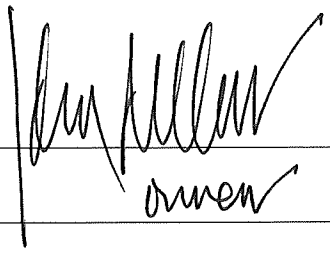
1. Complete the Contract in accordance with it terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this 10/26 day of 2022.

WITNESS



PRINCIPLE

(SEAL)

owner (TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

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EXHIBIT "C"

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement may call for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, CONTRACTOR acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", CONTRACTOR shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. CONTRACTOR shall not perform work with any Sub-CONTRACTOR that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and Sub-CONTRACTORs shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the CONTRACTOR or any Sub-CONTRACTOR ceases to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, CONTRACTOR's Services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.

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

6. 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 City, forfeit $200.00 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 Sub-CONTRACTOR.

7. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each Sub-CONTRACTOR 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 City of the location of the records.

8. CONTRACTOR shall comply with and be bound by the provisions of Labor Code 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 60 days after concluding work pursuant to this Agreement, CONTRACTOR, and each of its Sub-CONTRACTORs shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The CONTRACTOR shall not perform Work with any Sub-CONTRACTOR that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. The CONTRACTOR and Sub-CONTRACTORs shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. If the CONTRACTOR or any Sub-CONTRACTOR becomes debarred or suspended during the duration of the project, the CONTRACTOR shall immediately notify City.

10. CONTRACTOR acknowledges that eight hours labor constitutes a legal day's work. CONTRACTOR shall comply with and be bound by Labor Code Section 1810. 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 City, forfeit $25.00 for each worker employed in the performance of this Agreement by the CONTRACTOR or by any Sub-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of CONTRACTOR in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby 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."

12. For every Sub-CONTRACTOR who will perform work on the project, CONTRACTOR shall be responsible for such Sub-CONTRACTOR's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each Sub-CONTRACTOR a copy of those statutory provisions and a requirement that each Sub-CONTRACTOR shall comply with those statutory provisions. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure Sub-CONTRACTOR's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Sub-CONTRACTOR and upon becoming

aware of the failure of the Sub-CONTRACTOR to pay his or her workers the specified prevailing rate of wages. CONTRACTOR shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (at CONTRACTOR's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent CONTRACTORs serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONTRACTOR, its Sub-CONTRACTORs, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of CONTRACTOR under this Section shall survive the termination of the Agreement.

[END OF EXHIBIT "C"]

ITEM # 9

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **APPROVE REVISIONS TO THE CITY OF MONTEBELLO ADMINISTRATIVE POLICY V-B-38.02 – FEDERAL DRUG AND ALCOHOL REGULATIONS (FTA), TO UPDATE ADMINISTRATIVE PERSONNEL, TITLES, AND FUNCTIONS**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve revisions to the City of Montebello Administrative Policy V-B-38.02 – Federal Drug and Alcohol Regulations (FTA) (Administrative Policy V-B-38.02), to update administrative personnel, titles, and functions; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended action. The City of Montebello operates Montebello Bus Lines (MBL) to provide fixed route transportation services to the City and surrounding communities. As a recipient of local, state, and federal funding, the City is required to comply with state and federal regulations including, but not limited to: the Department of Transportation (DOT) Title 49 CFR Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Federal Transit Administration (FTA) Title 49 CFR Part 655 – Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, the Drug-Free Workplace Act of 1988, and California Government Code Sections 8350, *et seq*.

BACKGROUND/DISCUSSION:

The FTA requires employers that are eligible to receive financial assistance from the FTA, and the contractors of those employers, to implement programs that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions in accordance with Title 49 CFR Part 655. On November 14, 2012, the City Council of the City of Montebello approved Administrative Policy V-B-38.02, which outlines federal drug and alcohol regulations and applies to all MBL employees who perform safety-sensitive functions as defined by the FTA. On July 11, 2018, Administrative Policy V-B-38.02 was revised to clarify language and conform to the regulatory amendments made to Part 40 and Part 655. It is recommended that changes be made to Administrative Policy V-B-38.02 in order to update the program contact person, update safety-sensitive classification job titles, remove the classification of "Manager Transit Police" from the safety-sensitive job classification list, and remove “Carrying a firearm for security purposes” from the safety-sensitive functions list (see Attachment A).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve revisions to Administrative Policy V-B-38.02, to update administrative personnel, titles, and functions in compliance with federal regulations; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - VB-38.02 Federal Drug and Alcohol Regulations (FTA)

NEXT STEPS:

N/A

CITY OF MONTEBELLO: **NUMBER: V-B-38.02**

ADMINISTRATIVE POLICY: **DATE: 11/14/2012**

SUBJECT: FEDERAL DRUG AND ALCOHOL REGULATIONS (FTA)

POLICY STATEMENT

The City of Montebello (hereinafter referred to as "the City") Transportation Department in operating the Montebello Bus Lines ("MBL" herein) is dedicated to providing safe, dependable, and efficient transportation services to our customers. We recognize that our safety-sensitive employees' use of illegal drugs and misuse of alcohol poses a significant risk to public safety, as well as the employee's health and well-being. In view of this, the City has adopted this Policy ("Policy" herein) for MBL that is designed to:

Create a work environment free from the adverse effects of drug abuse, alcohol misuse, and use of impairing prescription or over-the-counter drugs; deter and detect employees' use of illegal drugs and misuse of alcohol; prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances; encourage employees to seek professional assistance anytime personal problems, including drug or alcohol dependency, adversely affect their ability to safely perform their assigned duties; and discipline employees who violate the Policy, up to and including termination.

PURPOSE:

To assure employee fitness for duty and to protect our employees, passengers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs. This Policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include the regulations promulgated by the U.S. Department of Transportation ("DOT") and the Federal Transit Administration ("FTA"), and include the following: DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs") (hereinafter referred to as "Part 40"); FTA 49 CFR Part 655, as amended ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations") (hereinafter referred to as "Part 655"); ("Drug-Free Workplace Act of 1988"); and California Government Code

Sections 8350 et seq. ("Drug-Free Workplace Act of 1990"). This Policy incorporates the requirements of above regulations for safety-sensitive employees.

NOTE:

Additional requirements and/or disciplinary actions established under the MBL authority are entered in bold-faced type. Requirements of the Drug-Free Workplace Act (DFWA) are in Italics.

APPLICATION:

This Policy applies to all employees of MBL defined as "safety-sensitive" under the FTA regulations (Part 655); see also Section D herein. It applies to off-site lunch periods or breaks when an employee is scheduled to return to work or is on-call. Visitors, invitees, and vendors also are prohibited from entering the premises and from conducting any work on behalf of the City when illegal substances are present in their system, or the odor of alcohol is present on their breath. In addition, this Policy applies to contractors who have employees performing safety-sensitive functions on City vehicles and/or property.

POLICY:

A. PRE-EMPTION OF STATE AND LOCAL LAW

If any conflict occurs between State and local laws and any requirement of the above-mentioned Federal regulations, the Federal regulations shall prevail. However, Federal regulations do not pre-empt provisions of State criminal laws that impose sanctions for reckless conduct attributed to prohibited drug use or alcohol misuse, whether the provisions apply specifically to transportation employees, employers, or the public in general.

B. EDUCATION AND TRAINING

The education and ongoing awareness component of this Policy will include display of posters, distribution to all covered employees and representatives of employee organizations of the drug and alcohol policy and other informational materials, and periodic information seminars. Each employee will be required to sign an acknowledgment form indicating that they have received a copy of the current policy.

As required by FTA regulations, the City will provide to all safety-sensitive employees a minimum of sixty (60) minutes of training on the effects and

consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors or company officials who are authorized to make reasonable suspicion testing referrals shall receive sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

C. CONTACT PERSON

Any questions about this Policy or any aspect of the company's drug- and alcohol-free program should be referred to the following:

Timothy Grensavitch ~~Adrianna Kendrick~~
Drug and Alcohol Program Manager (DAPM)
400 South Taylor Avenue,
Montebello, CA 90640
Phone Number: (323) 558-1625 ext.-203
Email: ~~akendricks~~tgrensavitch@cityofmontebello.com

D. COVERED EMPLOYEES

As a condition of employment, safety-sensitive employees are required to submit to drug and alcohol tests administered in accordance with 49 CFR Parts 40 and 655, as amended. A refusal to submit to a test as directed will carry the same consequences as a positive test result as stated in this Policy. (Please refer to Appendix B for specific circumstances or behaviors that are considered a refusal to test.) As defined by the FTA, "safety-sensitive employees" include those who perform, or may be called upon to perform, the following safety-sensitive functions:

i. Operating a revenue service vehicle, even when it is not in revenue service;
ii. Operating a non-revenue service vehicle when required to be operated by a Commercial Driver's License (CDL) holder;
iii. Controlling dispatch or movement of a revenue service vehicle;

iv. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

Supervisors are considered safety-sensitive only if they perform, or may be called upon to perform any of the above safety-sensitive functions.

MBL has analyzed actual job duties performed, or may be called upon to perform, by all of its employees and has determined that the job classifications listed below are considered "safety-sensitive" for the purposes of this Policy.

- Bus Operator
- Transit ~~Dispatch~~ Supervisor
- ~~Transit Operations Supervisor~~
- Transit Assistant Manager
- Transit Operations Manager
- Equipment Mechanic A
- Equipment Service Worker
- Body Shop Mechanic
- ~~Shop Maintenance Supervisor~~
- ~~Vehicle Maintenance Supervisor~~
- ~~Manager Transit Police~~
- Fleet Service Supervisor
- Fleet Maintenance Supervisor

E. DRUGS (OR THEIR METABOLITES) TESTED FOR:

- Marijuana
- Cocaine
- Opioids
- Codeine
- Morphine
- Heroin (6-AM)
- Hydrocodone
- Hydromorphone
- Oxycodone

- Oxymorphone Amphetamines
- Amphetamine
- Methamphetamine
- MDMA (methylenedioxymethamphetamine)
- MDA (methylenedioxyamphetamine) Phencyclidine (PCP)

F. PROHIBITED BEHAVIORS

Illegal Drugs: The prohibited drugs listed in Section E are illegal and employees are prohibited from consuming any of them at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Employees may be tested for illegal drugs anytime they are on duty or subject to duty.

Prescription or Over-the-Counter Medications: MBL recognizes the safety risks associated with employee use of certain prescription and over-the-counter medications that affect work performance. Under this Policy, the appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of medications that cause drowsiness or fatigue, or those that carry warning labels which caution against the operation of machines, heavy equipment, or automobiles, is strictly prohibited while performing safety-sensitive work. Covered employees are required to notify their manager or supervisor regarding the use of such medication, and may not perform any safety-sensitive function, if their medication carries a warning label that mental functioning, motor skills or judgment may be adversely affected. The only exception to this is if the medication is being used in accordance with the instructions of a physician who has provided a written determination that the substance will not adversely affect the employee's ability to safely perform safety-sensitive duties. The employee must then provide his or her manager or supervisor with a copy of the medical authorization. While observing confidentiality rules with regards to medical information and records, MBL will make the final determination whether or not to allow the employee to perform any safety-sensitive work, or require the employee to see a company-approved physician.

The employee is responsible for describing his or her safety-sensitive duties to the physician and obtaining from an appropriate medical professional information on whether or not the drug might impair his or her ability to perform his or her duties safely and effectively. If possible, employee must ask for alternative medicine, dosage or schedule that does not jeopardize safety.

A prescription is considered valid only if it is in writing and indicates the employee's name, date, the name of the medication, quantity or amount to be taken, dosage, frequency, method of administration, and refills (if any).

Alcohol: Safety-sensitive employees are prohibited from consuming alcohol in any form:

- While performing safety-sensitive functions (see Section D)
- Within four (4) hours prior to performing safety-sensitive functions
- While they are on call
- Within eight (8) hours following an accident requiring a post-accident alcohol test, unless the test was completed within 8 hours.

Alcohol tests are conducted only just before, during, or just after the employee's performance of a safety-sensitive function. **If a covered employee's alcohol test result is equal to or greater than 0.02 but less than 0.04, the employee will be immediately removed from duty, referred to a substance abuse counselor, and, under City authority, will be subject to suspension without pay for five (5) days. The employee will not be allowed to return to safety sensitive duties until he or she completes the return-to-duty process prescribed by the substance abuse counselor.** An alcohol test result of 0.04 or above will result in immediate removal from safety-sensitive duties, referral to at least two (2) SAPs, **and disciplinary action as described in Section L Consequences ~~of~~.**

G. TYPES OF TESTING

PRE-EMPLOYMENT TESTING:

Candidates for employment in safety-sensitive positions, or any employee transferring from a non-safety-sensitive to a safety-sensitive position, will be required to undergo a pre-employment drug test at a time and place designated

by MBL. A verified negative drug test result must be received by MBL before an employee or candidate can be allowed to perform any safety-sensitive function for the first time. If a pre-employment test is canceled, the individual will be required to undergo another test and successfully pass the test.

Subject to the candidate's written consent, MBL will check on the drug and alcohol testing background of candidates and employees being considered for final selection into any safety-sensitive position within MBL. This information will be obtained from the individual's previous DOT employer(s) within the last two years. If the individual refuses to provide the written consent, he or she will not be hired into the safety-sensitive position. In addition, if the individual has had a positive DOT pre-employment drug or alcohol test, or has refused such a test within the last two years, he or she will not be hired until and unless the individual has provided a documentation of successful completion of the return-to-duty process, which includes referral to at least two DOT-qualified SAPs, evaluation and treatment plan. (See also, Section M herein)

An employee who has not performed any safety-sensitive function for at least 90 consecutive calendar days (regardless of the reason) and has been out of the random pool during that period must pass a pre-employment drug test before he or she is allowed to return to safety-sensitive work.

REASONABLE SUSPICION TESTING:

Whenever a supervisor (or other MBL official) has reason to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse, reasonable suspicion testing will be conducted. The referral will be made by a trained supervisor or company official based on the specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The supervisor/official who makes the referral need not be the employee's own supervisor, as long as he or she has received training in detecting the signs and symptoms of drug use and alcohol misuse. The supervisor's observations will be documented and such documentation shall be kept in the employee's confidential drug and alcohol testing file.

A reasonable suspicion alcohol test will be conducted only if the reasonable suspicion observation is made just before, during, or just after the employee's performance of safety-sensitive function. If the alcohol test is not conducted within two hours, reason for the delay must be documented and kept in the

employee's reasonable suspicion test file. All attempts to complete the alcohol test must cease after eight hours.

Once a supervisor or company official has made a reasonable suspicion determination, he or she must remove the employee from performing any safety-sensitive functions and arrange to have the employee accompanied to the testing site immediately. A supervisor or company official will remain with the employee at the testing site until all tests are completed. While awaiting test results, the employee shall remain on paid status in accordance with the employee's regular work schedule, unless the employee is suspended for any additional purposes concurrent with the waiting of the test results. An employee whose drug test and/or alcohol test produces a negative result shall be promptly returned to his or her regular work.

POST-ACCIDENT TESTING:

Any covered employee operating a public transportation vehicle at the time of an accident shall be required to submit to drug and alcohol tests as soon as practicable after the accident. For purposes of this Policy, "accident" is defined as an accident involving a public transportation vehicle where the result is:

An individual dies;

An individual suffers a bodily injury and immediately receives medical treatment away from the scene;

The public transportation vehicle (if bus, electric bus, van, or automobile) or any other vehicle(s) involved in the accident suffers a disabling damage as a result of the accident and is transported away from the scene by a tow truck or other vehicle; or the public transportation vehicle (if rail car, trolley car, is trolley bus, or vessel) removed from revenue service.

FATAL ACCIDENTS:

Whenever there is a loss of human life, any surviving employee operating the company vehicle at the time of the accident shall be tested for drugs and alcohol. Any safety-sensitive employee not in the vehicle but whose performance could have contributed to the accident also shall be tested.

NON-FATAL ACCIDENTS:

Following non-fatal accidents, the employee operating the vehicle at the time of the accident shall be tested unless his or her performance can be completely discounted as a contributing factor to the accident. Any other safety-sensitive employee whose performance could have contributed to the accident also shall be tested.

OTHER POST-ACCIDENT TESTING REQUIREMENTS:

Employees involved in an accident that requires testing must remain readily available for testing, including notifying MBL of their location if they leave the scene of the accident before testing to obtain emergency medical care, or to obtain assistance in responding to the accident. They will be considered to have refused to submit to testing if they fail to do so.

Employees are prohibited from using alcohol for eight hours following an accident or until the post-accident testing is completed, whichever occurs first. Every effort will be made to conduct alcohol testing within two hours after the accident. In the event the alcohol test is delayed beyond two hours, MBL will prepare and maintain a record stating the reason(s) for the delay. If an alcohol test is not administered within eight hours following the accident, MBL will cease all efforts to administer the test and document the reason for the inability to test. In the event a drug test is not administered within 32 hours from the time of the accident, MBL will cease all attempts to administer the drug test and document the reason for the inability to test. This requirement should not be construed to delay the necessary medical attention for injured people following the accident.

If MBL is unable to perform post-accident tests within the required period of compliance, MBL will use the post-accident test results administered by Federal, State, or local officials under their own authority, provided the test conforms to the applicable testing requirements and the results are obtained by MBL.

Following a post-accident test, the Drug and Alcohol Program Manager (DAPM) will determine whether or not the employee is allowed to perform any safety-sensitive duties while waiting for test results (i.e. serious or fatal accident.) If the employee is not allowed to perform any safety-sensitive function, the employee shall remain on paid status while awaiting test results in accordance with the employee's regular work schedule, unless the employee is suspended for any additional purpose

concurrent with the waiting of the test results. An employee whose drug test and/or alcohol test produces a negative result shall be promptly returned to his or her regular work.

RANDOM TESTING:

Safety-sensitive employees are required to undergo random drug and alcohol tests to deter use of prohibited drugs and misuse of alcohol. The random selection will be conducted using a scientifically valid method, such as a random number table or a computer-based random number generator which gives each covered employee an equal chance of being selected every time a selection is made. As is the nature of the random method, it is possible that some employees will be selected several times in one year, and other employees not for several years. Management does not have any discretion on who will be selected.

A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before, or just after the performance of such functions. Random testing for drugs may occur anytime the employee is on duty.

Every effort will be made by MBL to spread random testing reasonably throughout the calendar year, all days of the week, and all hours when safety-sensitive functions are performed. The testing dates and times are unannounced and employees are required to immediately proceed to the designated collection site following notification.

MBL will conduct random drug and alcohol tests at a minimum annual percentage of covered employees as required by the FTA. The rates are subject to change on an annual basis, depending on the industry-wide positive rate determined by the FTA from the annual Drug & Alcohol Management Information Systems ("DAMIS") reports submitted by covered employers.

RETURN-TO-DUTY TESTING:

MBL has a "zero tolerance" policy. In the unusual event that an employee who has refused a required test, has a verified positive, adulterated or substituted drug test result, or tests for alcohol at 0.04 or greater, is allowed to return to safety-sensitive duties, he or she must first complete the return-to-duty process. This includes evaluation by a SAP, successful completion of the rehabilitation, treatment or education program outlined by the SAP, and

obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02. All Return-to-Duty drug tests will be conducted under direct observation.

If the alcohol test result is 0.02 or above but below 0.04, under the City's own authority, the employee will be referred to a substance abuse counselor and the return-to-duty tests will be conducted as non-DOT using non-Federal or non-DOT testing forms. Under the City's own authority, employees who are allowed to return to work after a policy violation will be required to sign a Re-entry Agreement (See Appendix A).

FOLLOW-UP TESTING: In addition to the Return-to-Duty test described above, an employee who previously tested positive for drugs or alcohol, or refused to take a required test (including MRO reports of adulteration or substitution), shall be subject to follow-up testing for drugs and/or alcohol, as prescribed by the SAP **or the substance abuse counselor,** for a minimum period of 12 months to a maximum of five years. The employee shall undergo at least six follow-up tests during the first 12 months of his or her return to work. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of testing will be designated by the SAP or **the substance abuse counselor**, but the actual follow-up testing dates will be decided by the employee's manager or supervisor. Like Return-to-Duty tests, all Follow-Up drug tests will be conducted under direct observation. Follow-up alcohol tests will be performed only during, just before, or just after the performance of safety-sensitive duties.

Follow-up testing after an alcohol violation of 0.02 or above but below 0.04 will be conducted as non-DOT tests under the City's own authority.

H. DRUG & ALCOHOL TESTING PROCEDURES

All DOT drug and alcohol tests required under this Policy will be administered in accordance with the "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (Part 40), as amended.

Prior to the test, the employee must present a government-issued or employer-issued photo ID (e.g., driver's license or employee ID) for proper identification. Throughout the testing process, the privacy of the employee will be protected and the integrity and validity of the process will be maintained. The drug testing procedure will include a split specimen collection method and

use of a federal Custody and Control Form with a unique identification number to ensure that the correct test result is attributed to the correct employee. An initial screening test using an immunoassay technique will be performed. If the specimen is positive for one or more of the drugs tested, then a confirmation test will be performed using a state-of-the-art confirmatory method authorized in Part 40. If the test is confirmed positive, the MRO will conduct a verification process, which includes giving the employee an opportunity to provide a valid medical explanation for the positive test result.

Additionally, the laboratory will conduct specimen validity testing to determine if a urine specimen has been adulterated, substituted, or diluted. If the MRO reports a "negative-dilute" test result, MBL will direct the employee to take a second test with no advance notice, and depending on the creatinine level reported by the laboratory to the MRO, the second collection may be directly observed. Should the second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO. The result of the second test will be the test of record.

If the laboratory reports to the MRO an "Invalid Result" or "Rejected for Testing" (because of a fatal or uncorrectable flaw), a recollection may be required by the MRO, and depending on the circumstances, the recollection may be directly observed.

Tests for alcohol concentration will be conducted using an alcohol screening device and an evidential breath testing (EBT) device if the screen test is at 0.02 BAC or greater. A DOT Alcohol Testing Form will be used and a unique sequential number will be assigned to each test.

Detailed drug and alcohol specimen collection procedures are available upon request from the Contact Person identified in Section C of this Policy.

I. DIRECTLY- OBSERVED URINE SPECIMEN COLLECTION

Under the following circumstances, the employee will be directed to undergo an immediate urine specimen collection under direct observation with no advance notice:

- If the laboratory reported to the MRO that a specimen is invalid and there was no adequate medical explanation for the result

- If the MRO reported that the original positive, adulterated, or substituted test result had to be canceled because the split specimen testing could not be performed
- If the drug test is a return-to-duty or a follow-up test
- If the collector observes materials brought to the collection site or employee conduct that clearly indicates an attempt to tamper with a specimen
- If the temperature on the original specimen was out of range
- If the original specimen appeared to have been tampered with
- If the previous specimen was negative dilute with creatinine between 2 to 5 mg/dl

The observer shall be the same gender as the employee, but need not be a trained collector. Prior to the collection, the observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; lower clothing and underpants; and to turn around to show the observer that he or she is not wearing any type of prosthetic or other device that could be used to interfere with the collection process. If none is observed, the employee may return clothing to its proper position for observed urination. The observer is responsible for ensuring that the specimen goes from the employee's body into the collection container. If the employee declines to allow a directly observed collection when required or permitted under this Policy, it is considered a refusal to test.

J. MONITORED URINE SPECIMEN COLLECTION

Under those circumstances when a multi-stall restroom has to be used for urine specimen collection and the facility cannot be adequately secured, the collector will conduct a monitored collection. The monitor shall be the same gender as the employee, unless the monitor is a medical professional. The monitor will not watch the employee void into the collection container. However, if the monitor hears sounds or observes attempts to tamper with a specimen, an additional collection under direct observation will be ordered. If the employee declines to permit a collection authorized to be monitored, it is considered a refusal to test.

K. SPLIT SPECIMEN TESTING

After notification by the MRO of a verified positive drug test or refusal to test because of adulteration or substitution, the employee has 72 hours to request (verbally or in writing) a test of the split specimen. (Note: Effective 8/25/08, there is no split specimen testing allowed for an invalid test result.) After 72 hours have passed, the request can be considered only if the employee can present to the satisfaction of the MRO information that unavoidably prevented the employee from making a timely request.

Following the employee's timely request, the MRO shall send a written request to the primary laboratory to forward the split specimen to a second DHHS-certified laboratory for testing without regard to the cut-off concentration. If the second laboratory fails to reconfirm the substance detected in the primary specimen or the adulterant identified, or if the split specimen is unavailable for testing, the test shall be canceled. The MRO shall report the cancellation and the reasons for it to the DOT, the DER, and the employee. In the case of the split specimen being unavailable, the employee shall be directed, with no advance notice, to submit another specimen under direct observation.

L. CONSEQUENCES

As required by FTA regulations, any safety-sensitive employee who has a verified positive drug and/or alcohol test result at 0.04 or above, or refuses to submit to a drug or alcohol test (including adulteration or substitution) shall be:

1. Immediately taken out of safety-sensitive duty; and
2. Referred to at least two (2) SAPs for evaluation, education or treatment and provided educational materials.

FTA regulations allow individual employers to determine the discipline to be imposed on employees who violate the Federal regulations or employer policy. **Under the City of Montebello Transportation Department policy, employees who test positive for drugs or alcohol at 0.04 or above, or refuse a required test, are subject to termination. Such disciplinary action will follow the FTA required actions outlined above.**

In addition, under City authority, any covered employee who has an alcohol test result between 0.02 and 0.04, for the first time, will be immediately removed from duty, referred to a substance abuse counselor, and subject to suspension without pay for five (5) days. The employee will not be allowed to return to safety sensitive duties until he

or she completes the return-to-duty process prescribed by the substance abuse counselor. If the employee again receives a test result for alcohol at 0.02 or above, under any circumstance, he or she will be subject to immediate termination. Any requirement for an employee to be retested or to see a substance abuse counselor will be done on the employee's own time.

M. REFERRAL, EVALUATION AND TREATMENT

If an employee (including an applicant) tests positive for drug(s) or alcohol at .04 or above, or refuses to submit to a test when required, MBL shall advise the individual of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse and document such referral. He or she shall be given the names, addresses and phone numbers of at least two DOT-qualified Substance Abuse Professionals (SAPs) or substance abuse counselors (SACs) acceptable to the City.

For existing employees, MBL will pay for the cost of the initial evaluation as long as the employee meets with the SAP or SAC within 30 days of referral.

All other costs related to the SAP or SAC recommendation, such as rehabilitation, treatment and/or education shall be the responsibility of the employee.

N. CONFIDENTIALITY AND ACCESS TO FACILITIES AND RECORDS

Employees have a right to examine their own drug and alcohol testing records, provide information to dispute the results, and have access to any pertinent data such as EBT calibration or drug testing laboratory certification. They also have a right to obtain a copy of their own drug and/or alcohol testing results by submitting a written request to the Contact Person identified in Section C of this Policy.

MBL will do everything possible to safeguard the confidentiality of drug and alcohol testing records and medical information obtained in accordance with this Policy. Individual test results or medical information will be released to third parties (e.g., previous employers or union representatives) only with the employee's specific written consent, or to those parties authorized by the DOT or FTA to receive such information without the employee's written consent. Specific written consent applies only to a particular piece of information

released to a particular person or organization at a particular time. Blanket releases are specifically prohibited by DOT.

The employee's written consent is not required in administrative or legal proceedings such as:

A lawsuit, grievance, or administrative proceeding brought by, or on behalf of the employee, resulting from a positive drug or alcohol test or a refusal to test; or

A criminal or civil action resulting from an employee's performance of safety-sensitive duties where the alcohol or drug test information is deemed relevant.

Access to the MBL facilities and drug and alcohol program records also must be provided, without the employee's consent, to DOT or FTA agency representatives; the National Transportation Safety Board as part of an accident investigation; a Federal, state or local safety agency with regulatory authority over MBL or the employee; or State or grantee required to certify to FTA compliance with 49 CFR Part 655 and Part 40.

In addition, DOT has adopted a rule authorizing employers and Third Party Administrators (TPAs) to disclose to state commercial driver licensing (CDL) authorities the drug and alcohol violations of employees who hold commercial driver licenses (CDLs) and operate commercial motor vehicles (CMVs), when a State law requires it.

O. DRUG-FREE WORKPLACE ACT of 1988 (DFWA) REQUIREMENTS

Under the DFWA, employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace. Employees are required to notify management in writing of any criminal drug statute convictions he/she receives for a violation occurring in the workplace, no later than five calendar days after such a conviction. Within 10 calendar days of receiving such notice, the City shall provide written notification of the conviction to the FTA. Within 30 calendar days of receiving notice of the conviction, the City shall take appropriate disciplinary action, or require the employee to participate and successfully complete a drug rehabilitation program. **Law enforcement shall be notified, as appropriate, where criminal activity is suspected.**

Appendix A

RE-ENTRY TO WORK

A. After Mandatory Referral

Following successful completion of the rehabilitation and/or education program prescribed by the SAP, **an employee who is given an opportunity to return to** work must agree to the terms of a "Re-entry Agreement," the terms of which shall be established by the City of Montebello at its sole discretion. That Agreement may include, but is not limited to, the following:

1. A release to work statement from an approved treatment specialist, as well as from the SAP.
2. A plan, designed by the SAP, setting out after-care (if any) and follow-up testing, the frequency and duration of which shall be established by the SAP.
3. A negative return-to-duty test for drugs and alcohol.
4. A statement of expected work-related behaviors.
5. Specific agreement by the employee that violation of the Re-entry Agreement will be grounds for termination.

Failure to successfully complete a treatment and/or education program or to comply with the re-entry agreement, or any positive drug or alcohol test after re-entry shall be grounds for termination.

B. After Voluntary Referral

1. Employees who voluntarily enter a substance abuse treatment program without taking a leave of absence will not require a Re-entry Agreement since the employee never left work.
2. Employees who voluntarily enter a substance abuse treatment program and request a leave of absence, with or without pay, must:
    a. Submit a Release to Work from the City's MRO or substance abuse counselor as designated by the City; and
    b. Pass a non-DOT Return-to-Duty alcohol and drug test (under City authority) before being allowed to return to safety-sensitive work.

Appendix B

DEFINITIONS

Adulterated Specimen:

A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol Use:

The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol. For purposes of this Policy, alcohol is alcohol regardless of source.

Alcohol Violation:

Under DOT and FTA rules, the presence of alcohol in the body at a concentration of 0.04 BAC or greater as measured by an EBT device. An alcohol test result at or above 0.02 but below 0.04 is a violation of the policy under the City's authority.

BAC:

Breath Alcohol Concentration, expressed in terms of grams of alcohol per 210 liters of breath.

Breath Alcohol Technician (BAT):

An individual who instructs and assists employees in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

Canceled Test:

A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 requires to be canceled. A canceled test is neither a positive nor a negative test.

Collector:

A person who instructs and assists individuals at a collection site, who receives and makes an initial inspection of the specimen provided by the individual, and who initiates and completes the Custody and Control Form (CCF).

Controlled Substances:

Any drug classified by the U.S. Drug Enforcement Agency (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted medical use, and accepted safety for use under medical supervision.

Designated Employer Representative (DER):

An employee or employees authorized by the City to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, following a positive test, test refusal, or other policy violations.

Dilute Specimen:

A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling Damage:

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. "Disabling damage" does not include:

Damage which can be remedied temporarily at the scene of the accident without special tools or parts.

Tire disablement without other damage even if no spare tire is available.

Headlamp or taillight damage.

Damage to turn signals, horn, or windshield wipers which make them inoperative.

DOT:

Department of Transportation.

Drug Abuse:

Use of any illegal drug or controlled substance without a valid prescription, misuse of legally prescribed drugs, or use of illegally obtained prescription drugs. This includes use of prescription drugs legally prescribed to another individual.

Evidential Breath Testing (EBT) Device:

A device that is approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the 0.02 and 0.04 alcohol concentrations, and appears on ODAPC's web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

FTA:

Federal Transit Administration. HHS: Health and Human Services

HHS:

Health and Human Services

Invalid Drug Test:

The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated or substituted result cannot be established for a specific drug or specimen validity test.

Medical Review Officer (MRO):

A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory drug test results, who has knowledge of substance abuse disorders, and has the appropriate medical training to interpret and evaluate an individual's confirmed drug and/or validity test results together with the individual's medical history and any other relevant biomedical information. This individual must meet the qualification requirements under Sec. 40.121 of Part 40.

Non-Negative Specimen:

A urine specimen that is reported as adulterated, substituted, positive for drug(s) or drug metabolite(s), and/or invalid.

Positive Drug Test Result:

The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations. A refusal to test is equivalent to a positive test result.

Public Transportation Vehicles:

Vehicles used for public transportation or ancillary non-services (i.e., revenue service commercial motor vehicles that require a commercial driver's license to operate and vehicles used by armed security personnel).

Refusal to Test:

Includes circumstances or behaviors such as:

Failure to appear for any test (except a pre-employment test) at the collection site in the time allotted.

Failure to remain at the testing site until the testing process is completed, except in pre-employment situations where leaving the site before the testing process begins is not deemed to be a test refusal.

Failure to provide a urine, breath, or saliva specimen as required by DOT Part 40. Failure to permit the observation or monitoring of specimen collection when it is required.

Failure to provide a sufficient amount of urine or breathe specimen without a valid medical explanation.

Failure or refusal to take a second test when required.

Failure to undergo a medical evaluation when required. In the case of a pre-employment test, the individual is deemed to have refused to test only if the pre-employment test is conducted following a contingent offer of employment.

Failure to cooperate with the testing process. (Examples: refusal to empty pockets when requested, behaving in a confrontational manner that disrupts the collection process, or failure to wash hands after being directed to do so by the collector)

For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if individual is wearing any type of device that could be used to interfere with the collection process.

Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process.

Admitting adulteration or substitution of the specimen to the collector or the MRO.

In alcohol testing, refusal to sign Step 2 of the Alcohol Test Form.

Leaving the scene of the accident without just cause prior to submitting to a test.

If the MRO reports a verified adulterated or substituted test result.

Specimen Validity Testing:

A test to determine if a urine specimen is adulterated, diluted, substituted or invalid.

Split Specimen:

In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second DHHS-certified laboratory for testing upon employee request following a verified positive or a verified adulterated or substituted test result from the primary specimen.

Subject to Duty:

An employee is considered "subject to duty" under any of the following circumstances:

1) On his or her regularly scheduled duty days prior to sign-on;
2) When reporting for work
3) During any split period between assignments, whether on or off City premises
4) When informed in advance, while on duty, that he or she is expected to be on duty at some point in the future
5) When being tested under the re-entry to work provisions of this Policy.

Substance Abuse Counselor:

A person who evaluates employees who have violated the City's policy by testing positive for drugs or alcohol below 0.04, or refusing a non-DOT test and makes recommendations concerning education, treatment, non-DOT follow-up testing and aftercare. This individual may also be a Substance Abuse Professional as defined in Part 40.

Substance Abuse Professional (SAP):

A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up

testing, and aftercare. In order to be a qualified SAP, the individual must have certain credentials, possess specific knowledge, receive training, and achieve a passing score on an examination, as required under 49 CFR Part 40.281.

Substituted Specimen:

A specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Vehicles:

Includes buses, electric buses, vans, automobiles, rail cars, trolley cars, trolley buses or vessels, non-revenue commercial motor vehicles, and vehicles used by armed security personnel.

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NOS. 4057 AND 4058 WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC, AND MOHAWK COMMERCIAL, INC., TO PURCHASE AND INSTALL UPGRADED WORKSTATIONS AND FLOORING FOR THE TRANSPORTATION DEPARTMENT**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Professional Services Agreement, No. 4057, with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors), utilizing the Sourcewell Cooperative Purchasing Program (Sourcewell) Contract No. 121919-TKN, to purchase and install upgraded workstations for the Transportation Department for a total not-to-exceed amount of $128,824; and
2. Approve a Professional Services Agreement, No. 4058, with Mohawk Commercial, Inc. (Mohawk), utilizing the California Multiple Award Schedules (CMAS) Contract No. 4-20-00-0085C, to purchase and install flooring for Transportation, for a total not-to-exceed amount of $49,099; and
3. Authorize the City Manager and/or their designee to approve change orders for up to ten percent (10%) of the total compensation amount for each proposed agreement; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The project cost to upgrade and install workstations and flooring is a total not-to-exceed amount of $195,716, which includes a ten percent (10%) contingency should material costs run higher than anticipated. Funding for this project will be allocated from Transportation's Fiscal Year 2022-23 adopted operating budget: Transit Operations expense Account No. 600-90-900-6040.95. Therefore, a budget amendment is not needed. A summary of the total project expenditures is shown in the table below:

Contractor	Project Cost	10% Contingency	Total Expenditure
Bluespace Interiors	$ 128,824	$ 12,883	$ 141,707
Mohawk	$ 49,099	$ 4,910	$ 54,009
		GRAND TOTAL	**$ 195,716**

BACKGROUND/DISCUSSION:

Transportation's existing office workstations and flooring are over 25 years old, and original to the Transportation Facility (Facility) which was constructed in 1995. The Facility's office workstations and flooring have exceeded their useful life and require lifecycle replacement as indicated in the City of Montebello's (City) 2021 Facility Condition Assessment Report. The proposed office workstation layout will optimize Transportation's limited real estate by providing an ergonomic work environment while including additional workstations to accommodate the growing workforce. Furthermore, the upgraded workstations and flooring will enhance the Facility's reasonable accommodations in accordance with the Americans and Disability Act (ADA). Each contractor will provide a phase-in installation approach to avoid any disruption to Transportation's operation. Employee workstations will be temporarily reassigned while remodeling work is being completed.

In recent years, Bluespace Interiors and Mohawk provided professional services to the City's Administration, Fire, Finance, Police, and Recreation and Community Services Departments for upgraded office workstations that presented exceptional results and improved the workforce's comfort, efficiency, and productivity. The City will utilize the Sourcewell Contract No. 121919-TKN and CMAS Contract No. 4-20-00-0085C as an approved procurement process in accordance with Montebello Municipal Code (MMC) Section 3.20.125 – "Piggybacking Purchasing Agreement," as authorized under California Government Code section 54202, to purchase all equipment and labor for this project.

The California Department of General Services' Procurement Division established the CMAS Program to award and administer CMAS contracts to offer a wide variety of commodity, non-information technology Services, and information technology products and services at prices that have been assessed to be fair, reasonable, and competitive.

The CMAS Program produces a pool of suppliers that an agency can solicit competitive offers to make the procurement process more efficient. Similarly, the state of Minnesota established Sourcewell as a municipal contracting agency that operates as a public entity comprised of more than 50,000 member agencies throughout the United States. Sourcewell utilizes cooperative purchasing to develop competitive solicitations that meet or exceed local requirements and holds hundreds of competitively solicited cooperative contracts ready for use by public entities. Substantially, CMAS and Sourcewell enable opportunities to streamline the procurement process and preserve participating agencies' resources in time, money, and energy. The City is eligible to utilize the CMAS and Sourcewell programs as a government agency.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council consider: (1) approving Professional Services Agreement, No. 4057, attached hereto in substantial form (see Attachment A), with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors), utilizing the Sourcewell Cooperative Purchasing Program Contract No. 121919-TKN, for a total not-to-exceed amount of $128,824; (2) approving Professional Services Agreement, No. 4058, attached hereto in substantial form (see Attachment B), with Mohawk Commercial, Inc., utilizing the California Multiple Award Schedules (CMAS) Contract No. 4-20-00-0085C, for a total not-to-exceed amount of $49,099; (3) authorize the City Manager and/or their designee to approve change orders for up to ten percent (10%) percent of the total for each proposed agreement; and (4) take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - PSA No. 4057 with Bluespace Interiors
2. Attachment B - PSA No. 4057 with Mohawk Commercial, Inc

NEXT STEPS:

N/A

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4057
WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES, LLC
dba BLUESPACE INTERIORS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 14, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES, LLC dba BLUESPACE INTERIORS (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to "piggyback" on an existing contract, as amended, between CONTRACTOR and SOURCEWELL, pursuant to SOURCEWELL Contract No. 121919-TKN "Procurement of furniture solutions with related accessories and services, and executed on February 18, 2020 (hereinafter "Sourcewell Contract No. 121919-TKN"); and

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide upgraded office workspace furniture for the Transportation Department; and

WHEREAS, the 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; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits.
2. Sourcewell Contract No.121919-TKN, attached hereto as **Exhibit "A".**
3. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated November 9, 2022, attached hereto as **Exhibit "B"**.

4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **One Hundred and Twenty- Eight Thousand, Eight Hundred and Twenty-Four Dollars ($128,824)** plus a five percent (5%) contingency sum, for a grand total not-to-exceed sum **One Hundred and Thirty- Five Thousand, Two Hundred and Sixty-Six Dollars** (**$135,266)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the initial Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **December 14, 2022**, and shall terminate upon completion of the Professional Services; provided such shall be on or before **May 31, 2023** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein. .

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar

services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its

employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the

CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. 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.

c. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance

required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor:
Office Solutions Business Products & Services, LLC dba Bluespace Interiors
Attn: Dana Mittesteadt, Vice President
23303 La Palma Ave
Yorba Linda, CA 92287
(714) 692 – 7412 x 223
dana@officesolutions.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES, LLC dba BLUESPACE INTERIORS**
_____	_____
René Bobadilla, City Manager	Dana Mittesteadt, Vice President
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – Sourcewell Contract No. 121919-TKN
- Exhibit B – Contractor's Scope of Services Services and Associated Cost dated November 9, 2022
- Exhibit C - Terms for Compliance with California Labor Law Requirements

Exhibit “A”

Sourcewell Contract No. 121919-TKN

DocuSign Envelope ID: 9AF44748-0AB7-4562-9D5B-2C110598BBE8

Sourcewell

Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Teknion LLC**, 350 Fellowship Road, Mount Laurel, NJ 08054 (Vendor).

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

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

3. PRICING

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

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- 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)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

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The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

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

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

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

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

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

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). 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-Completed operations
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/17/2020 | 2:33 PM CST

Teknion LLC

DocuSigned by:
By: Jeffrey M. Kraus
D8576B415B224D1...

Jeffrey M. Kraus
Title: Vice President Business Operations
Date: 2/18/2020 | 6:37 AM PST

Approved:

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

Chad Coauette
Title: Executive Director/CEO
Date: 2/17/2020 | 2:58 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name:	Teknion LLC
Does your company conduct business under any other name? If yes, please state:	New Jersey
Address:	350 Fellowship Road Suite 100 Mount Laurel, New Jersey 08054
Contact:	Angie Hoffman
Email:	angie.hoffman@teknion.com
Phone:	856-552-5618
Fax:	856-552-5830
HST#:	223785040

Submission Details

Created On:	Friday November 01, 2019 11:50:23
Submitted On:	Thursday December 19, 2019 11:05:04
Submitted By:	Angie Hoffman
Email:	angie.hoffman@teknion.com
Transaction #:	dfc247c9-1edc-46de 9545-8014d5435c92
Submitter's IP Address:	50.234.216.218

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Teknion LLC	*
2	Proposer Address:	350 Fellowship Road Suite 100 Mount Laurel, New Jersey 08054	*
3	Proposer website address:	www.teknion.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeffrey M. Kraus Vice President Business Operations 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 E: jeff.kraus@teknion.com | P: 856.552.5503	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Hindle Director, Public Sector Programs Washington, D.C E: steve.hindle@teknion.com | P: 410.300.9955	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Leonard Chapman Senior Regional Manager, Public Sector, North Central Chicago, Illinois E: leonard.chapman@teknion.com | P: 312.933.7366 Allison Harrington Regional Manager, Public Sector, South Central Dallas, Texas E: allison.harrington@teknion.com | P: 737-781-9004 Bill Richards Senior Regional Manager, Public Sector, Mid-Atlantic Washington, DC E: bill.richards@teknion.com | P: 202-246-8582 David Moorad Senior Regional Manager, Public Sector, Southeast Atlanta, Georgia E: david.moora P: 404.457.9191 David Skinkis Senior Regional Manager, Public Sector, West Los Angeles, CA E: david.skinkis@teknion.com | P: 213-700-4862 Scott Montemerlo National Program Director, Education Boston, Massachusetts E: scott.montemerlo@teknion.com | P: 860-227-4910 Angie Hoffman Contractor Administrator, Public Sector 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 E: angie.hoffman@teknion.com | P: 856.552.5618	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Teknion was founded 36 years ago with a single product and a singular vision. The product was T/O/S. The vision was Saul Feldberg's. A businessman of rare acumen, he saw that the world was changing as rapidly as technology was advancing, including the nature of work and the form and function of the working environment. Saul saw an opportunity and established Teknion. Teknion began as an unproven venture with an uncharted future. It became a company that could respond quickly, adapting to the evolving demands of a technology-enabled workplace. In 1983, David Feldberg joined and in 1994 he stepped into the position of company President and CEO. Teknion is now an international company with a worldwide network of offices, showrooms and dealers. Yet, we remain a company with a youthful entrepreneurial spirit, privately held by a Canadian family whose roots in the furniture industry run deep. The story of Teknion is one of growth and innovation. Saul Feldberg's vision is still very much alive in our corporate values and in our culture. We remain a company defined by design – as a mindset, as a process and as a tool for innovation and positive change. It is the very essence of what we do. The following values are those that Teknion embraces and recognizes as important to its business partners. We continually strive to improve and earn the right to serve our customers. Responsiveness • Customer and market driven • Flexible and fast moving • Focused on quality Approachability • Open internal communications • High candor / encouragement of new ideas • Partnership with employees, suppliers and customers Leadership • Strong technical leadership within the industry • Success is a function of being proactive • Average is not acceptable The process of leadership will be enhanced with team levels throughout the organization. Empowered To continually achieve these values, our organization's work culture and wo every day at Teknion.

8	Provide a detailed description of the products and services that you are offering in your proposal.	Teknion is an international designer, manufacturer and marketer of office systems and related products. Our products are distributed through a global network of approximately 400 dealers. Our products are designed to support the latest thinking in workplace design. By incorporating an integrated approach, we ensure product longevity to meet future change and workstyle shifts. To provide you with a 'future-proof' solution, we integrate the best choice products from our portfolio. In addition, we leverage our customization capabilities to address user-specific requirements. This ensures your furniture asset provides a long-term investment return for your organization - without risk. Teknion will subcontract standard dealer and installation services as needed to an Authorized Teknion dealer and Installer. In general, the deliverables associated with this contract include, but are not limited to the following: Teknion Roles and Responsibilities • Primary contact for Sourcewell Members • Technical Product Specialists • Attendance at all project meetings • Attending provisional and final acceptance checks • Ongoing product/information updates Dealer Roles and Responsibilities • Attendance at all project meetings • Consultation on product application and layout • Furniture specifications and CAD support • Preparation of purchase order from floor plans • Site checks and preparation of installation drawings • Coordination of ship dates and arrangements • Supervision of delivery and installation • Deficiency checks and post-installation audit • Performance of user-orientation seminars • Management of warranty repairs • Ongoing customer service, product application, support and sales • New requests and reconfigurations • Ancillary elective services as requested by customer Installer Roles & Responsibilities • Coordination of installation activities including building access and building protection, elevator/dock usage, security, and provision of required insurance certification documentation • Planning and scheduling of installation with customer/building representatives • Conducting site inspections/field measurements and communicating any discrepancies or deviations from plan • Coordinating with Teknion to determine truck loading, sequencing, delivery scheduling, and manpower • Oversight of receipt, inspection and staging of products at job site • Communication of shortages, errors, damage and/or defects promptly • Make contingency and replacement plans for missing, incorrect, or damaged product • Ensure complete compliance with all site conditions, for example security, health and safety standards • Conduct pre-installation site visit for site preparedness • Manage inspections of deliveries for damages/omissions • Oversee punchlist resolutions and follow through to completion • Conduct daily monitoring of project status • Communicate and reconcile product discrepancies	*
9	What are your company's expectations in the event of an award?	Teknion expects to extend the business objectives of Sourcewell and its members through a relationship of trust that transcends the technicalities of formal contracts to mutually generated benefits. As our customers succeed, so does Teknion, which we consider the essence of partnership.	*
10	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.	Please see the Documents section of this portal for a letter from KPMG outlining Teknion's financial metrics for FY 2018.	*
11	What is your US market share for the solutions that you are proposing?	Teknion's market share in the United States is approximately 3 percent.	*
12	What is your Canadian market share, if any?	Teknion's market share in Canada is approximately 25 – 30%.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Teknion has never petitioned for bankruptcy protection.	*

14	How is your organization best described: is it provide your written authorization to act as a c relationship with your sales and service force a	Teknion is an international designer, manufacturer and marketer of office systems and related products, including storage and filing, seating, casegoods, tables, and ergonomic furniture. Our products are distributed through a worldwide network of authorized dealers that are separate, independent, regionally based businesses. These dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. We strive for an open, honest relationship and every member of our sales and executive management team has a relationship with each of our dealers. We work very hard to develop clearly defined roles, and we meet frequently to review mutually agreed upon expectations to ensure that Teknion customers receive a high level of local customer service. It is clearly understood by Teknion and our dealer partners that we are both integral to the success of the order fulfillment process and neither of us can be successful without each of us excelling in our role.	*
15	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.	Teknion does not require any specific licenses to operate our business as a furniture manufacturer. We do however have the general business licenses required in each jurisdiction where we do business. In addition, Teknion's dealers generally have business licenses, as well as contractor licenses in those jurisdictions that require them.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Teknion has never been subject to any suspension or disbarment actions.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Teknion manufacturing occupies approximately 3 million square feet of production space across 18 manufacturing business units and 3 logistics centers. The manufacturing program can be viewed simply as grouped within the major product categories, (i) desking systems; (ii) panel systems; (iii) wood and laminate casegoods; (iv) storage including pedestals, lateral files, storage cabinets, towers, and lockers; (v) tables including work, height-adjustable, boardroom and meeting, classroom and training, and occasional and casual tables; vi) seating products including executive, task, guest, general use and soft/lounge; (vii) ergonomic and workplace accessories including keyboard trays, monitor arms, lighting, freestanding screens, electrical, and organization tools; and (ix) full-height architectural demountable wall systems.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Teknion has established itself as a company defined by ideas, design intelligence and innovation. Our products consistently receive top honors at numerous international design competitions, including Best of NeoCon, International Design Excellence Awards — sponsored by the Industrial Designers Society of America, Good Design Awards — sponsored by The Chicago Athenaeum: Museum of Architecture and Design, Innovation by Design Awards — sponsored by Fast Company, HiP and Best of Year Awards — both sponsored by Interior Design magazine, Red Dot Awards, Spark Design Awards and the Applied Arts Awards. Our showrooms have been recognized with awards from the IIDA — International Interior Design Association. Our accomplishments are recognized by publications as diverse as Metropolis, Wall Street Journal, Contract, Huffington Post, Azure, Forbes, Architectural Record, Office et Culture (France) and Die Prese (Germany). As proud as we are of our many achievements, we are even more excited by the potential that lies ahead. We invite Sourcewell to visit our website for a full listing of Teknion's industry accomplishments and recognition.	*
19	What percentage of your sales are to the governmental sector in the past three years	FY 2016: 12% FY 2017: 14% FY 2018: 14%	*
20	What percentage of your sales are to the education sector in the past three years	FY 2016: 3% FY 2017: 4% FY 2018: 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Teknion holds the following state and cooperative purchasing contracts. Our annual sales volume for FY 2016, FY 2017, and FY 2018 respectively, are shown below. National IPA: $2,655,025 I $6,773,678 I $9,707,603 Sourcewell: $99,844 I $595,458 I $583,886 Alabama: $2,416 I $278,695 I $234,345 Arkansas: $0.00 I $0.00 I $0.00 California (CMAS): $0.00 I $228,994 I $234,345 Connecticut: $639,493 I $862,663 I $468,147 Florida: $2,802,724 I $3,425,129 I $1,094,514 Georgia: $449,492 I $869,319 I $1,094,514 Kansas: $73,106 I $30,072 I $14,167 Massachusetts: $52,239 I $180,553 I $144,092 Mississippi: $59,582 I $18,414 I $61,105 New Jersey: $0.00 I $116,059 I $0.00 New Mexico: $202,265 I $345,943 I $285,687 New York: $551,357 I $1,135,949 I $1,409,465 Ohio: $605,148 I $897,251 I $1,506,267 Pennsylvania: $66,893 I $73,145 I $12,750 South Carolina: $79,878 I $53,349 I $33,938 South Dakota: $321,347 I $508,017 I $1,410,253	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Teknion has held a GSA contract since 2003 initially under GS-28F-0016N and currently under GS-27F-0013V. The change in contract number occurred when GSA merged all furniture categories under SIN 71. Annual sales are as follows: FY 2016: $22,550,027 FY 2017: $24,027,029 FY 2018: $29,060,516	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
State of North Dakota	Jamie Bostyan	701-328-4912 jbostyan@nd.gov	*
The Weber School	Vernon Knox	404-917-2500	*
James M. Cox Foundation	Nancy Rigby	678-645-0000	*
Apparo	Kim Sleight Lanphear	704.716.7767	

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
State of Florida	Government	Florida - FL	Offer full breath of products, plus design specifications, and installation throughout the state.	Varies by project size.	$4.5 Million	*
Medical College of Learning	Education	Wisconsin - WI	Standard Manufacturer and Dealer services including, but not limited to Design, Product Manufacturing, Project Management, and Installation of workstations for medical and support staff	Varies by project size.	$3.2 Million	*
State of Ohio	Government	Ohio - OH	Provide Systems Furniture/Seating for various State/Education facilities	Varies by project size.	$3.1 Million	*
City of Atlanta	Government	Georgia - GA	Held sole source contract for Systems Furniture for several years. Contract included design, product specification and installation.	Varies by project size.	$3 Million	*
Wiseburn Unified School District	Education	California - CA	Standard Manufacturer and Dealer services including, but not limited to Design, Product Manufacturing, Project Management, Installation at this new 4 story High School; Campus-wide applications including all classrooms, maker spaces, administration, and lounge and lobby areas	Varies by project size.	$1.5 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *	
25	Sales force.	To the benefit of our customers, Teknion maintains a decentralized organizational structure, placing senior account representatives, operational teams, technical experts and ancillary support staff in regional field locations. To effectively meet and best serve customer requirements, Teknion has structured its sales force in the same way. This sales model promotes local decision-making, ensures responsiveness and establishes clear communication lines for our customers. The sales hierarchy in each region, which includes eight geographic regions in the US and five in Canada, includes Regional Vice Presidents and Business Development Managers. For more specialized sales needs, Teknion also maintains a unique complement of industry-focused salespeople who service the A&D, Educational, and Government sectors.	*

26	Dealer network or other distribution methods.	Teknion products are distributed through a worldwide network of authorized dealers. These dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. Our dealer network works closely with Teknion's sales and operations department to ensure that Teknion customers receive a high level of local customer service. Our network of approximately 400 worldwide provides a variety of additional services to its customers. Teknion, through its Service Level Agreement with each dealer, ensures the following services are available, at a minimum: • Process management, including customer meetings, project documentation, management reports, formal punch list procedures, formal warranty process • Product application, layout and specification, including block plans, space allocation review, furniture plans and typicals, product application strategies, site visits, furniture standards program support, complete project pricing matrices • Order management, including review of specification, electronic ordering, and verification of acknowledgments • Project management, including management of processes, product application and order fulfillment, installation supervision and daily monitoring of project status • Installation and reconfiguration, including coordination of all installation activities, site inspections, field measurements, coordination with Teknion on product shipment, product receipt, inspection and staging, and communication on punch list issues • Product servicing, including warranty service, repair and preventative maintenance Additional Dealer Services May Include: • Move Management • Warehousing • Asset Management • CAD Support • Development of Furniture Specifications • Project Management	*
27	Service force.	Teknion works in conjunction with its dealers to provide and ensure high-quality installations of products. Teknion encourages and often requires its dealer network to utilize Teknion-certified installers. Typically, the dealer will maintain ongoing responsibility for the performance of all installation services, including direct field supervision of all installation personnel along with the responsibility for the provision of services in adherence to project schedule.	*
28	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.	In response to the comments, suggestions, and requirements of our dealers and end users, Teknion has aligned its Operations Department into a regional service structure. Each team includes a representative from each Operational function including Technical Services, Customer Service, Project Management, and Service and Claims. A Regional Operations Manager oversees and manages the daily workflow through their specific region. This regional structure allows Teknion to 1) Align with sales, dealers and end users to enhance our service relationships with all our business partners; 2) Work effectively in teams wherein each employee contributes specific expertise but gains exposure to other related functions and 3) Manage the continued growth in our business and continually provide superior customer service. Teknion assigns customer issues into three categories, as follows: • Pre-Order: The Teknion Pre-order team is available to assist dealers with questions and issues involving product lead times, availability of materials, shipping lead times, production, and delivery planning. This team provides the most current information possible to plan efficient projects. Each issue is logged into a database and assigned a "Call Tracking" ticket number. All communications regarding this issue are saved within this ticket for future reference. Our Pre-order team communicates with all levels of our organization to research the information required to satisfy the request. • Customer Service and Project Management: Our staff of Corporate Project Manage are in- • Service and Claims: Teknion has a staff of seasoned employees in the Service and Claims department, where claims are thoroughly investigated for the root cause, corrective action, and timely resolution. LEAN processes are in place to maintain our processing goals. Our intention is to resolve any issues that may arise prior to the completion of installation.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Teknion is fully capable of servicing all geographic areas of the United States and Canada through the proposed contract.	*

30	Identify any Sourcewell Member 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?	Teknion will offer and promote an awarded contract to all Sourcewell members including Government, Education and Non-Profit segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon award, Steve Hindle, Teknion's Director of Public Sector Programs, and Sourcewell's primary point of contact will issue a statement announcing our continued partnership with Sourcewell to all Teknion sales personnel. The following key points of the Teknion/Sourcewell partnership will be shared: • Significant upfront savings and efficiencies (eliminates need for bidding) • Competitively awarded agreements allow for easy and immediate access • Agreements meet agency "piggy-backing" requirements • Aggregating spend results in increased savings • Public agency resources are freed to pursue other strategic initiatives Shortly thereafter, Teknion Regional sales teams will assemble for a Contract Kick-off Meeting to facilitate the team working through a planned agenda that includes: • Identification of contract objectives/terms/conditions, critical dates, obstacles and factors for success • Clarifications of Sourcewell's expectations • Establishment of uniform understanding of scope, scale and schedule • Clarification of team roles Overall, this training will afford Sourcewell and its partner agencies confidence in Teknion's ability to successfully manage this contract throughout the US. Please see the Documents section of this portal for a sample Teknion – Sourcewell Partnership flyer.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The technologies we use to interact with our customers, dealers, and sales team are designed to maximize productivity of the user on demand. The following technologies digitally service our customers, dealers and sales team: • Corporate Website: www.teknion.com • Facebook: www.facebook.com/Teknion • Twitter: twitter.com/teknion • LinkedIn: www.linkedin.com/company/teknion • You Tube: www.youtube.com/Teknion	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Teknion would expect Sourcewell to market and promote Teknion as an accepted Vendor under the furniture category to all applicable Sourcewell members and agencies. This would include visibility and accessibility to the Teknion contract via Sourcewell's direct website and any other sites and methods Sourcewell uses in these circumstances such as Minneapolis Star Tribune and other third-party advertisers deemed appropriate by Sourcewell.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Teknion's e-commerce capabilities provide real-time, 24/7 access to products and information self- service product configuration, automated quote generation and online ordering fe Recognizing that our customers require e-commerce sites that are specialized around their unique furniture standards, Teknion's online product catalogs can be easily tailored to fit their needs. Customer-specific catalogs contain only those products and options approved by the customer, including customer-specific pricing for products and associated options. The catalog authentication manager uses a multi-level, discretionary access control system to determine which catalog a user is entitled to browse, what information that the user should see and the customer-specific pricing. These custom catalogs ensure our customers' purchases are always "on contract," and help e- procurement systems from suppliers such as Ariba, Commerce One and Oracle Exchang	

Using these online catalogs, Teknion's customers have access to full-featured product specification and selection tools. Once a customer has selected items, an automatically generated quote can be routed through the established requisition and approval process. The resulting purchase order is then routed for order fulfillment.

Teknion's online custom catalogs allow customers to choose products easily, expedite the order process, reduce order errors and eliminate rogue purchases, saving customers both time and money.

Systems Features: Catalogs Teknion's online catalog structure allows a buyer to browse through a defined product taxonomy and view specific product details, including features, options, descriptions, PDFs and images.

Systems Features: Search Teknion realizes that customers purchasing highly variable products need more than one way to narrow their options and specify items. The catalog's search capabilities provide a built-in guided selling tool, leading customers to the products they need.

These search capabilities include:
- Searching by product description, name, item number, options and features, and feature comparisons
- Keyword searches through product documentation

Systems Features: Visual Configuration Interactive online visualization, including detailed drawings and realistic 3D models, is the most efficient and effective way to present highly variable products to customers. Customers "visually configure" products by interactively selecting different pre-selected finishes, colors, sizes and other options, and then instantly seeing the results. Customers can rotate, tilt and magnify product images to closely examine a product from all angles.

Visual configuration also facilitates product familiarity. Options that the customer would not otherwise know about are presented both textually and visually, e.g. buyers can be presented ergonomic and storage options while viewing the catalog of their company's standard workstation configurations.

System Features: Sales The sales feature provides the ability to accept and route various purchase order formats into the Teknion's order entry system. Included is a powerful shopping cart function.

Features include:
- Users can save custom product configurations and commonly purchased items to an online "favorites" folder in order to easily select these items in future catalog visits.
- Shopping carts can be saved between sessions, allowing the customer to stop and return at a later time to finish orders.
- Multiple shopping carts can be simultaneously used and saved, allowing customers working on multiple projects to segregate their cart contents.
- Shopping carts can be e-mailed to co-workers and other individuals for collaboration.

Orders can be sent via e-mail in a number of formats, including XML, cXML, CDF, and SIF. Bill-of-materials files are automatically generated from the customer's selections.

Shopping Cart Using the shopping cart feature, customers assemble products into a shopping order entry system.

Systems Features: E-Procurement Connector
For customers using e-procurement systems, "punch out" sessions can be implemented from their "buyer" application to a customer-specific catalog containing their unique products, options, finishes, and pricing. Once customers have selected their furniture, the quote for the selected items is routed through their established requisition and approval process. The resulting purchase order and BOM/SIF file attachments are sent back to Teknion for order fulfillment.

Features Include:
- The E-procurement application's username and password credentials are used to provide a single session sign-on.
- Authorizations established by the e-procurement application for order creation, editing and inspection are enforced.
- E-procurement systems from Ariba, Oracle Exchange, and Commerce One are supported. The complete Ariba Purchase Order specification is implemented, including separate sessions for order creation, editing, and inspection.

E-Procurement
Starting from an e-procurement system's "buyer" application, customers select a product

		category; for example, "Furniture." Here, the Teknion catalog home page instructs customers to select their office location and click "start." At this point, the buyer application "punches out" to a custom catalog.	

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Teknion offers complete installation/maintenance training sessions, specific to applicable product lines. Additionally, Teknion can conduct end-user training to demonstrate the adjustability features of new furniture and how to make small changes. This may include Chair Adjustments and Training; Keyboard Adjustments and Training; and Element Removal and Replacement.	*
37	Describe any technological advances that your proposed products or services offer.	Technology-intensive environments demand intelligent wire management and effective distribution of power and data to workers, who may work anywhere within the premises. The concepts of mobility and collaboration in the workplace, a rapidly growing workplace practice, requires access to technology and power at any time, everywhere. For workstations, benching, office suite and meeting room solutions, Teknion has developed advanced electrical systems designed to provide easy access – 'plug 'n play' connectivity for all types of workers. Lounges, cafes, private rooms and ancillary spaces also require simple solutions for connectivity and information sharing among work teams who come together and then dissolve to solo work zones. We continually explore and evaluate how the evolution of workspace and workstyles, is supported through access to technology for all types of workers. At Teknion, it is imperative that the products we design are developed with the forethought of how they will integrate with the current technology of today and the vision of tomorrow. We have partnered with prestigious technology firms to develop new ideas of integrating furniture and technology; to provide a more flexible basis for today's needs and future potential.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a manufacturer, our priority is to minimize the environmental impact of our activities. Guiding these efforts are a set of Foundation Programs. We have carefully selected these programs based on our ability to use them as tools to raise the bar for our industry and ourselves. They also drive transparency and accountability through the use of third-party auditing and reporting. Teknion's Foundation Programs include ISO 14001: Environmental Management System to redu Level: Reducing environmental and social impacts of furniture within the built environment; SC Our other Core Programs include Carbon Disclosure Project (CDP): Mitigating climate change; EXCEL: Environmental leadership collaborative to share knowledge across industries; and Living Building Challenge: Reducing toxicity in our products and increasing transparency. For further information on Teknion's sustainability initiatives and the programs guiding our efforts, please see the Documents, Additional Documents section of our response for Teknion's 2019 Environmental Charter.	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Teknion's Environmental Certifications/Programs include: • BIFMA level: A transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. • California Department of Public Health (CDPH): The CDPH Standard Method is one of the most widely used standards to evaluate building and interior products for low chemical emissions. • Carbon Disclosure Project (CDP): Provides third-party reporting that measures, discloses, manages and shares environmental information to lessen greenhouse gas emissions and further accountability and transparency. • Design for Environment (DfE): An approach to reduce the overall human health and environmental impact of a product by considering the impacts across its life cycle during the design development phase. • Divert: A program developed by Teknion to help companies divert their decommissioned furniture from landfill by providing them with the option to sell, donate, and/or recycle that furniture. • Environmental Product Declaration (EPD): A document that communicates information about the environmental impact of a product throughout its entire life cycle. • EXCEL: Environmental leadership collaborative to share knowledge across industries. • Forest Stewardship Council (FSC): An international network promoting the responsible management of the world's forests by tracking the chain of custody (CoC) from the forest to the consumer. • ISO 14001: An internationally accepted specification for an Environmental Management System (EMS). Using this system, companies can establish, implement and measure sustainability goals. • Living Building Challenge (LBC): A green building certification program and sustainable design framework developed by the International Living Future Institute (ILFI) to visualize the ideal for the built environment. • Life Cycle Assessment (LCA): Assessment of environmental impacts associated with all the stages of a product's life from raw material extraction through materials processing, manufacture, distribution, use, repair and maintenance, and disposal or recycling. • Red List: Developed by the International Living Future Institute (ILFI), the Red List identifies chemicals designated as harmful to living creatures including humans or the environment. • SCS Indoor Advantage: Leadership in environmental and sustainability certification, improving indoor air quality, auditing, testing, and standards. • WELL: A performance-based building rating system and certification program that consists of seven key concepts that when adhered to, can positively affect human health.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Because Teknion's production facilities are not located within the United States and because of the degree of vertical integration within the Teknion corporate group, there are limited opportunities in the production facilities to outsource manufacturing processes to diverse suppliers. We do work to meet these requirements within the United States, however, by subcontracting design/specification, project management, installation and similar services to diverse suppliers, primarily Teknion's authorized dealers, which are WBE, MBE, VOSB, SDVOSB, and Hub Zone entities. Teknion's Supplier Diversity/Small Business Initiative promotes an inclusive business environment for the benefit of the company and our customers. We work with the following business concerns to develop innovative, cost-effective solutions that fuel our mutual growth: • Small businesses • Small disadvantaged businesses • Small woman-owned businesses • Historically Underutilized Business (HUB) Zone businesses • Veteran-owned small businesses • Service-disabled Veteran-owned small businesses • Certified woman-owned businesses • Certified minority-owned businesses Documentation has been uploaded to the Documentation section of this portal.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	When Teknion provides a product and service, we commit to excellence in all matters. This provides our customers with the best value solution in initial first costs as well as future ownership and maintenance costs. Teknion feels that the following are the most unique qualities that differentiate us from our competitors: • Integrated Product Portfolio – Teknion has developed a broad portfolio of products designed to serve the needs of customers with varied requirements. Teknion has brought new products to market with clear consideration for those customers who have standardized on our well-established products. Teknion takes pride in providing a product portfolio that offers differences that matter, such as interchangeable uses, integrated and universal products and ease of reconfiguration. In addition to Teknion's commitment to non-obsolescence, Teknion's goal has been to be able to provide additional value through the introduction of new products that improve performance and allow existing customers to benefit from these introductions. • Commitment to Customer Satisfaction – Since Teknion's entry into the market in the early 1980's, our approach to satisfying customer requirements has separated us from our competitors. In partnership with our dealers, Teknion has fashioned an organization that responds quickly to the needs of individual customers. From the development of special products to punch-list management, Teknion's mandate has always been to consider each customer a future reference for Teknion and our dealers. This commitment has led to recognition from companies such as IBM and Cisco Systems, both of whom selected Teknion for vendor excellence awards. Above all else, we are guided by our Value Proposition for Service and Supply. • Availability – Teknion's senior management team has always taken an active role in measuring success with each and every customer. As we have taken an active role in marketing our products, we are also available to our customers throughout the entire buying process. Teknion customers have the opportunity to speak with anyone in the organization for any reason. Our customers have the assurance that our entire organization is involved in measuring our performance, and that senior management will be available to resolve any issue that becomes important to a Teknion customer. • Representation – Teknion feels that its field representation is the best in the business. Teknion's direct sales force along with an experienced, professional dealer network provides not only sales expertise, but also real customer services throughout the course of our customer relationships. In addition to the everyday, on-site services that our dealers provide, we count on our employees to be actively involved in making sure that our team is performing to the best of its ability. • Attitude – We at Teknion have always considered ourselves fortunate to be chosen as a supplier to companies like Sourcewell. We take this responsibility seriously and never take our success for granted. We believe that our customers are the reason for our success.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Teknion is able to service Members throughout the United States and Canada. In fact, as already noted in our response, Teknion has a significant market share in Canada.	*

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 *	
43	Do your warranties cover all products, parts, and labor?	Teknion warranties cover the parts/equipment needed to properly rectify a warranty related issue.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any applicable restrictions or other limitations are outlined within our warranty. Please see the Documents section of this portal for Teknion's full Limited Lifetime warranty and Studio TK warranty.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Teknion warranties cover those expenses associated with the performance of warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Teknion is fully capable of performing warranty repairs in all geographic regions in the United States and Canada.	*

47	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 products proposed herein are manufactured by Teknion and thereby covered by Teknion warranties.	*
48	What are your proposed exchange and return programs and policies?	No returns of products will be accepted without Teknion's prior written consent. Should a customer wish to return any standard Teknion product, the customer must request a Return Goods Authorization ("RGA") form from Teknion. Teknion reserves the right to approve and/or deny RGAs at its sole discretion. All such approved returns must be shipped freight prepaid unless otherwise indicated by Teknion, and standard items may be subject to a restocking charge. Worksurfaces, panels, elements, all upholstery items, and special products are the property of the customer and cannot be returned under any circumstances. Other standard items already in production are subject to a cancellation charge, to be determined at the sole discretion of Teknion. Returned products will only be accepted if received by Teknion in the condition in which they left the factory. Credit will be issued only after inspection of returned products. Damaged products will be refused and returned to the shipper.	*
49	Describe any service contract options for the items included in your proposal.	Teknion delivers on long-term business relationships and one-to-one service. Together with our extensive dealer network, Teknion provides a full range of facilities services for customers. Teknion's service agreements commit to professional service levels including service response times to ensure our customers' products are installed and functioning properly. A Service Level Agreement can be structured based upon the services and timeframes required to meet facility planning needs or services can be provided on an ad hoc basis as required. If requested, Teknion will monitor and measure performance against key performance indicators (KPIs). Each dealer offers a full range of services for project management, move management, and asset management. A summary of available services is listed below. • Order Management Services: Product specification and pricing; Order processing and tracking; and Order delivery planning and phasing • Installation Services: Delivery and receiving of goods; Staging; and Install and quality acceptance of install • Move Management: Reconfigurations/small moves, adds and changes; Move planning for live sites to minimize disruption; Moves – floor-to-floor and site-to-site, tear-down and rebuild; Post-project maintenance & day-to-day facilities care; and Add-on or change-out to furniture • Cost Quotations: Parts and service for warranty work • Express Ship Furniture Programs • CAD Drawing Services: Furniture Standards Development • Ergonomic Evaluations: Assessment and recommendations; and End-user training for new products • Asset Management: Warehousing; and Inventory programs • After Market Furniture Services: Used furniture procurement or trades; and Inventory disposition and recycling • Leasing Programs	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Teknion's standard payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Teknion can provide leasing options to these entities if requested.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	At Teknion, we have an overall philosophy of continuous process improvements. Teknion has developed an order entry process that enables customers multiple avenues of order placement, either directly with Teknion or through one of our authorized dealer partners. Orders may be accepted utilizing our online ordering system, an internet site to upload larger orders, or orders may be placed via the traditional fax/email method. Please see the Documents, Additional Documents section of this portal for an outline of the roles and responsibilities of both Teknion and our Dealer Partner(s) throughout the order process. Teknion can provide the following Sourcewell-specific reports on a monthly or quarterly basis as requested by Sourcewell: • Purchase Detail Report: This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report: This report will outline specific list and net purchases according to the product line. • Order Category Report: This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report: This report will outline the average order value by product line. • Order Detail Report: This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports: Teknion's Business Development Managers will work closely with Sourcewell Members to develop customized reports to achieve management reporting goals.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Teknion can provide P-card procurement for transactions up to $5,000 at no additional cost to the 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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	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.	Teknion is offering a pricing model which prescribes a discount off of the list pricing set forth In Teknion's published Price and Product Guides. Generally, each product line has its own Price and Product Guide and is subject to a specific discount although several product lines share the same discount (e.g., District, Leverage, and TOS). This model is Teknion's standard pricing methodology both for commercial and governmental customers. Due to the number of product lines which Teknion is offering and the number of product codes within each line, combined with the number of product options, including size variations, options, and finishes, Teknion is not able to provide a SKU for each item in Excel format. We have, however, provide a link to the Price and Product Guide (PPG) for each offered line. Please see the Documents, Additional Documents section of this portal for those links. Please note: We uploaded the PPGs that are not currently available on-line, but were unable to upload all as the file size exceeded the allowable upload parameters.	*

55	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.	As set forth in our response above, each Teknion product line gets its own discount off published list price although several product lines share the same discount. Please see the Documents section of the portal for Teknion's proposed discount structure.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to our response to Table 12, Pricing offered for Teknion's discount structure, which includes volume discounts.	*
57	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.	For items that are not manufactured by Teknion, Teknion would purchase and resell such items to the Member at Teknion's cost plus a 5% markup.	*
58	Identify any element of the total cost of acquisition that is NO like pre- delivery inspection, installation, set up, mandatory tra	Teknion's Total Cost of Acquisition does not provide for delivery or set-up activities beyond the Sourcewell Member's dock. Inside delivery and installation costs will be quoted on a per project basis.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	For deliveries within the Continental United States, Teknion utilizes a fleet of contract trucking carriers that deliver our products via standard ground freight. For standard shipments utilizing the method described above, Teknion will bear the cost of freight from our manufacturing facilities to any single destination within the Continental United States. Teknion can also accommodate expedited shipping methods as requested by our customers. If Sourcewell Members requires expedited freight service, Teknion would invoice Sourcewell Members for the difference between the cost of expedited service and the cost of freight that would have been incurred had the products been shipped using Teknion's standard ground freight methods. In Canada, freight is included to all Urban Centers. For locations 200km outside of urban centers, freight costs will be quoted on a project by project basis.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Teknion will bear the cost of freight for all shipments into the Continental United States and Canada. For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Within North America, Teknion utilizes a fleet of contract trucking carriers that meet Teknion's stringent equipment requirements. Teknion's method of shipping depends on the plant location, destination, timing, and variable conditions (weather, road closure, strikes etc..). Shipments traveling by truck are categorized into truckload (TL) and less than truckload (LTL). Truckload (TL) shipments consist of a full truck and offer a more precise appointment date, time, and final destination. Less than truckload shipments (LTL) are combined with other orders to ensure that full truckloads are created, thus having a positive impact on the environment in reducing the quantity of gas used and reducing emissions. Teknion will also leverage rail transportation for large projects that follow a more consistent schedule.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	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 Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Teknion's real interest in down-to-earth problem solving has resulted in strong alliances with our customers. Teknion will continue to build long-term partnerships, supported by a commitment to innovative solutions, which will advance the strategic interests of our customers. As part of our account management protocol, Teknion will conduct ongoing reviews every three-months to identify degrees of satisfaction, and if necessary, to document formal corrective action plans. These comprehensive work sessions will involve formal and/or informal discussions and presentations to assess performance on product and service benchmarks. To ensure compliance with the terms of the contract and its pricing Teknion can provide the following Sourcewell specific reports on a monthly or quarterly basis as requested by Sourcewell and its Members: • Purchase Detail Report – This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report – This report will outline specific list and net purchases according to the product line. • Order Category Report – This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report – This report will outline the average order value by product line. • Order Detail Report – This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports – Teknion will work closely with Sourcewell to develop customized reports to achieve management reporting goals.	*
64	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.)	Teknion proposes an administrative fee equal to 2% as described above.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	

65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Development of Key Performance Indicators (KPIs) is an important exercise that supports our customers' business cases, project goals, and parameters (metrics). The establishment of KPIs is critical for the program success and will also provide direction for the extended project team. These metrics will serve as a measure of success during project and performance evaluations. Reporting measures should be mutually agreed upon, obtainable and sustainable. Teknion can provide the following Sourcewell-specific reports on a monthly or quarterly basis as requested by Sourcewell: • Purchase Detail Report – This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report – This report will outline specific list and net purchases according to the product line. • Order Category Report – This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report – This report will outline the average order value by product line. • Order Detail Report – This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports – Steve Hindle will work closely with Sourcewell to develop customized reports to achieve management reporting goals.	*
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Teknion adheres to and exceeds the high standards established by the Business and Institutional Furniture Manufacturer's Association (BIFMA) under the American National Standards Institute (ANSI) standard development process. These standards are intended to provide manufacturers, specifiers and users with a common standard base when selecting furniture that meets safety, durability and the structural adequacy of the specified furniture, independent of construction materials. The standards define specific tests, laboratory equipment to be used, test conditions and acceptance levels. Teknion employs certified, independent third-party test facilities to conduct BIFMA testing. Certificates of Compliance for each product line are available to our customers for review. Additionally, in September 1993, Teknion received its registration pursuant to ISO 9001. This rigorous standard is imposed by the International Organization for Standardization and requires candidates to create a process to ensure quality control processes in the development, manufacturing, delivery and servicing of its products. Registration requires documentation of quality procedures, demonstration of continuous improvement, and independent ongoing audits by International Standards Board representatives.	

67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	Teknion continuously introduces products that support new planning scenarios for the evolving office. Teknion products can be used to build complete independent workstations and clusters. Others have been designed to enhance the functionality of systems furniture already in place. Teknion products support the integration of people and technology, facilitate productivity and communication, and create flexible work environments that adapt to change as it occurs. Planning for the Evolving Office In today's business environment, change occurs rapidly. and undefined future requirements. • Scenarios may be determined by the nature of the business, organizational structure and culture, space restrictions, technology, work dynamics and process. • Within any given organization, planning may differ by department, team or individual user needs. • Facilities need a single adaptable product portfolio that can address a wide variety of planning needs and be used for experimentation. • Through a combination of our products, Teknion offers a wide range of planning possibilities. • The inherent flexibility of Teknion's product offering allows customers to move fluidly across the spectrum of planning solutions as changing needs dictate. Low-Risk Experimentation Teknion products allows users to make gradual changes or tr and investment management. Safe Investment Because Teknion products support a range of workstation types, as we systems already in place. Since 1981, Teknion has created furniture for the technology-driven office. Today, we are helping to serve the needs of an evolving workplace and world of business. Our products are designed to work with all the possible shapes the work environment may take tomorrow and the day after.
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	Teknion has always been driven by design. From becoming one of the first manufacturers to put power in a panel, to launching game-changing solutions like District and Upstage, our design team has earned a reputation for innovation. Teknion understands the role of design and the skills that designers bring to business — from product development to communications to organizational structure and work processes. As such, the foundation of our business is one of respect for design, relationships and quality. The Teknion Design Team is comprised of our internal department of design thinkers, many of which we can proudly say have been with us since the inception of Teknion. In addition, we actively build concepts and ideas in collaboration with leaders in the design community. Together we continue to create, innovate and launch new products to build upon our product portfolio.
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	Integration has been a core design philosophy since our early days and has been a key to Teknion's overall success. Integration is clearly evident in how our extensive portfolio of products and finishes have been designed to work together - a unique approach in the contract furniture industry. Teknion products have been fundamentally designed to minimize the total cost of ownership while maintaining simplicity in design. Teknion understands that furniture is a substantial investment for any company, and for this reason we are committed to developing products that are universal in nature, can be changed easily and are cost effective thereby reducing overall expenditures. Teknion products enable customers to make gradual changes or radically transform their work environments. Teknion designs and manufactures practical, adjustable, multiple-use products where the cost of experimentation is minimal, while change and future adaptability are easy. Our products are designed to integrate with each other and be “backward compatible” with the vast majority of legacy products – a philosophy we will continue to maintain long into the future.

70	Describe how your products are integrated or factor into a LEED certified facility.	Through advocacy and education, Teknion has held a leadership role in sustainable outreach since 2002. Teknion has used the USGBC and the lessons we have learned through our partnership with them to guide our product development by implementing a protocol called “Design for the Environment” (DfE) to drive a cultural change within our organization. The Partnership Our path to environmental success began by providing educational workshops for LEED two- year educational partnership with the USGBC in which we prepared industry part portfolio. As LEED transforms from a technical rating system on building performance to a system that is focused on the health of the occupants in the space, Teknion has been part of five different Pilot Projects for LEED v4. As we expand our knowledge base, we will continue to implement and strategize for our customers based on these new rating standards. While we are proud of our success with the LEED rating system, we still see the opportunity for more. Through pilot projects with LEED V4, we see more on the horizon that further addresses the health and wellness of the workplace. While documents like Environmental Product Declarations and Health Product Declarations remain absent and unachievable for the furniture industry, we see the opportunity to move forward with transparency and life cycle assessments with or without a prescribed process that meets LEED v4. Let us show you how we make 80% of what we sell in-house through our owned supply chain and source 95% of our raw materials from North America. Projects that are precursors to the LEED v4 standard are those following the Living Building Challenge Standard. Using this standard to help perfect the Innovation Credits within LEED, Teknion has learned more, pushed the learning curve forward and provided safe and transparent products for our customers with projects such as The Bullitt Center, The Brock Environmental Center in Virginia Beach, Virginia, the National Resources Defense Council, and Living Future Institute in Seattle, Washington. While we could list numerous customers and projects that would illustrate our contribution to LEED, we feel it is more important to highlight specific projects that were monumental in execution by the knowledge and collaboration of our team. We intend to partner with Sourcewell Members in the same way, stretching the value of our products and expertise in sharing the value of sustainable design with your staff, your customers and your investors. Green is good for business and we are well positioned and educated, as a company, to contribute to the success of your project. It is our goal to be strategic for our customers by providing a product and a process that supports sustainable design.
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	Teknion’s Public Sector Program is a focused group of individuals who manage complex accounts across geography. We support multiple layers of the contracting agency with a dedicated, multi-disciplined Teknion team. The team works with the end users to create and implement timely, cost-effective and appropriate solutions by applying consistent methodology, quality products and skilled service resources. Through the Program, Teknion offers a full range of high-performance products designed to meet the diverse requirements of the Public Sector market. Our product offering includes but is not limited to flexible panel and desking systems, quality wood furnishings, filing and storage, a broad range of seating, tables, and furniture for open and collaborative spaces. Our product allows for flexibility of design and reconfigurability of a space. Our products also meet industry testing and sustainability standards. To further support our customers, Teknion partners with authorized dealers who provide needs— from design, planning, management, to installation—to achieve customer sat Teknion’s innovative, award-winning products, our strong dealer network, and team of experienced personnel who are committed to customer satisfaction are ideal for your cooperative purchasing applications.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

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

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

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

- Financial Strength and Stability - Teknion Financial Strength & Stability.pdf - Tuesday December 17, 2019 10:33:51
- Marketing Plan/Samples - Teknion - Sourcewell Public Sector Marketing Material.pdf - Wednesday November 27, 2019 08:09:15
- WMBE/MBE/SBE or Related Certificates - Teknion WMBE-MBE-SBE & Related Certificates.pdf - Tuesday December 17, 2019 10:39:18
- Warranty Information - Teknion Warranty Information.pdf - Tuesday December 17, 2019 10:34:24
- Pricing - Teknion Pricing Proposal 12.19.19.xlsx - Tuesday December 17, 2019 10:35:16
- Additional Document - Teknion Additional Documents.zip - Thursday December 19, 2019 09:39:18

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

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

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

6. The Proposer agrees to deliver 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.

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

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

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

☑ 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. - Jeffrey Kraus, Vice President Business Operations , Teknion LLC

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**

Exhibit “B”

CONTRACTOR’S SCOPE OF SERVICES

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: MAIN AREA WORKSTATIONS
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155154 - R1

11/9/2022
11:17:45AM
MAIN AREA WORKSTATIONS updated pricing.sp4
Sold By: LEE ALPERT
Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
MAIN AREA FRONT WS							
1	4	TNDPABFYNL	Desktop Optimizer, Accessory Combo A, Pull Out Bin, Felt Liner, Rail Shelf,	$783.00	69.33	$240.15	$960.60
2	4	RLUDB	Communication Box	$38.00	61.00	$14.82	$59.28
3	8	RLWT12	Cable Tray, 12"w	$21.00	61.00	$8.19	$65.52
4	8	RAGC	Rectangular Grommet	$28.00	61.00	$10.92	$87.36
5	1	RLDBO8T72	Base Feed, Spine Desk, Opposite Power Position, 8-Wire Isolated	$400.00	61.00	$156.00	$156.00
6	1	RLDCS8T030	Power Harness, Spine Desk, 8-Wire Isolated Ground, 30"Long	$211.00	61.00	$82.29	$82.29
7	1	RLDCS8T054	Power Harness, Spine Desk, 8-Wire Isolated Ground, 54"Long	$229.00	61.00	$89.31	$89.31
8	2	RLDCS8T060	Power Harness, Spine Desk, 8-Wire Isolated Ground, 60"Long	$237.00	61.00	$92.43	$184.86
9	2	RLDUSS8T15	Power Box For Spine Desk, Single-Sided, 8-Wire, Isolated Ground,	$311.00	61.00	$121.29	$242.58
10	1	RLDUSS8T25	Power Box For Spine Desk, Single-Sided, 8-Wire, Isolated Ground,	$311.00	61.00	$121.29	$121.29
11	1	RLDUSS8T35	Power Box For Spine Desk, Single-Sided, 8-Wire, Isolated Ground,	$311.00	61.00	$121.29	$121.29
12	1	RAG2	Desking Grommet, Desking Gable	$13.00	61.00	$5.07	$5.07
13	3	RCSBGD2254	Central Screen for Spine Desk - Glass, Desk Mounted, 22"h x 54"w	$416.00	61.00	$162.24	$486.72
14	1	RPSLG512254L	1" Laminate Floor Screen With 22" Glass - Lateral Connection, Left, 51"h	$1,013.00	61.00	$395.07	$395.07
15	3	RTLDC2024N	Rectangular Worksurface w/ Cross Grain, 20"d x 24"w - No Grommet	$295.00	61.00	$115.05	$345.15
16	4	RBSPS20286612	Pedestal, Stationary, 20"d x 28"h, Box, Box, File	$962.00	61.00	$375.18	$1,500.72
17	1	RMSRLWB3054R	Spine Desk - S-Sided - Freestanding, Wall Access Mod, Both-Ends WS	$1,154.00	61.00	$450.06	$450.06
18	3	RMSRLWB3060B	Spine Desk - S-Sided - Freestanding, Wall Access Mod, Both-Ends WS	$1,213.00	61.00	$473.07	$1,419.21
						Sub Total Sell	**$6,772.38**
MAIN AREA WS							
19	4	KPXL3630	Floor Flush Panel - Segmented, 30" Rail, 36"h x 30"w	$232.00	69.33	$71.15	$284.60

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
20	4	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	$106.00	69.33	$32.51	$130.04
21	4	KESS2430	Acoustic Element, Standard Width, 24"h x 30"w	$146.00	69.33	$44.78	$179.12
22	4	KESS0630	Acoustic Element, Standard Width, 6"h x 30"w	$66.00	69.33	$20.24	$80.96
23	4	KESS0630	Acoustic Element, Standard Width, 6"h x 30"w	$66.00	69.33	$20.24	$80.96
24	4	KTR30	Top Trim, 30"w	$51.00	69.33	$15.64	$62.56
25	4	KPXL3636	Floor Flush Panel - Segmented, 30" Rail, 36"h x 36"w	$242.00	69.33	$74.22	$296.88
26	4	KEBMS0536	Baseboard Element, Metal, Standard Width, 5"h x 36"w	$116.00	69.33	$35.58	$142.32
27	4	KESS2436	Acoustic Element, Standard Width, 24"h x 36"w	$171.00	69.33	$52.45	$209.80
28	4	KESS0636	Acoustic Element, Standard Width, 6"h x 36"w	$78.00	69.33	$23.92	$95.68
29	4	KESS0636	Acoustic Element, Standard Width, 6"h x 36"w	$78.00	69.33	$23.92	$95.68
30	4	KTR36	Top Trim, 36"w	$55.00	69.33	$16.87	$67.48
31	6	KPXL5130	Floor Flush Panel - Segmented, 30" Rail, 51"h x 30"w	$291.00	69.33	$89.25	$535.50
32	6	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	$106.00	69.33	$32.51	$195.06
33	6	KESS2430	Acoustic Element, Standard Width, 24"h x 30"w	$146.00	69.33	$44.78	$268.68
34	6	KESS2130	Acoustic Element, Standard Width, 21"h x 30"w	$140.00	69.33	$42.94	$257.64
35	6	KEAFC2930	Laminate Element - Floor Flush, Corridor Width, 29"h x 30"w	$188.00	69.33	$57.66	$345.96
36	6	KEAC2130	Laminate Element, Corridor Width, 21"h x 30"w	$153.00	69.33	$46.93	$281.58
37	2	KPXL5142	Floor Flush Panel - Segmented, 30" Rail, 51"h x 42"w	$317.00	69.33	$97.22	$194.44
38	2	KEBMS0542	Baseboard Element, Metal, Standard Width, 5"h x 42"w	$116.00	69.33	$35.58	$71.16
39	2	KESS2442	Acoustic Element, Standard Width, 24"h x 42"w	$187.00	69.33	$57.35	$114.70
40	2	KESS2142	Acoustic Element, Standard Width, 21"h x 42"w	$180.00	69.33	$55.21	$110.42
41	2	KEAFC2942	Laminate Element - Floor Flush, Corridor Width, 29"h x 42"w	$246.00	69.33	$75.45	$150.90
42	2	KEAC2142	Laminate Element, Corridor Width, 21"h x 42"w	$200.00	69.33	$61.34	$122.68
43	2	KPXL5148	Floor Flush Panel - Segmented, 30" Rail, 51"h x 48"w	$329.00	69.33	$100.90	$201.80
44	2	KEBMS0548	Baseboard Element, Metal, Standard Width, 5"h x 48"w	$118.00	69.33	$36.19	$72.38

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
45	2	KESS2448	Acoustic Element, Standard Width, 24"h x 48"w	$206.00	69.33	$63.18	$126.36
46	2	KESS2148	Acoustic Element, Standard Width, 21"h x 48"w	$198.00	69.33	$60.73	$121.46
47	2	KEAFC2948	Laminate Element - Floor Flush, Corridor Width, 29"h x 48"w	$271.00	69.33	$83.12	$166.24
48	2	KEAC2148	Laminate Element, Corridor Width, 21"h x 48"w	$216.00	69.33	$66.25	$132.50
49	4	KPXL5136	Floor Flush Panel - Segmented, 30" Rail, 51"h x 36"w	$298.00	69.33	$91.40	$365.60
50	4	KEBMS0536	Baseboard Element, Metal, Standard Width, 5"h x 36"w	$116.00	69.33	$35.58	$142.32
51	4	KECS22436	Acoustic Power/Comm. Element, Standard Width, Power & Comm.,	$217.00	69.33	$66.55	$266.20
52	4	KESS2136	Acoustic Element, Standard Width, 21"h x 36"w	$161.00	69.33	$49.38	$197.52
53	4	KEAFC2936	Laminate Element - Floor Flush, Corridor Width, 29"h x 36"w	$222.00	69.33	$68.09	$272.36
54	4	KEAC2136	Laminate Element, Corridor Width, 21"h x 36"w	$175.00	69.33	$53.67	$214.68
55	6	KPXL5142	Floor Flush Panel - Segmented, 30" Rail, 51"h x 42"w	$317.00	69.33	$97.22	$583.32
56	6	KEBMS0542	Baseboard Element, Metal, Standard Width, 5"h x 42"w	$116.00	69.33	$35.58	$213.48
57	6	KESS2442	Acoustic Element, Standard Width, 24"h x 42"w	$187.00	69.33	$57.35	$344.10
58	6	KESS2142	Acoustic Element, Standard Width, 21"h x 42"w	$180.00	69.33	$55.21	$331.26
59	6	KEBMS0542	Baseboard Element, Metal, Standard Width, 5"h x 42"w	$116.00	69.33	$35.58	$213.48
60	6	KEAS2442	Laminate Element, Standard Width, 24"h x 42"w	$215.00	69.33	$65.94	$395.64
61	6	KESS2142	Acoustic Element, Standard Width, 21"h x 42"w	$180.00	69.33	$55.21	$331.26
62	6	KPXL5148	Floor Flush Panel - Segmented, 30" Rail, 51"h x 48"w	$329.00	69.33	$100.90	$605.40
63	6	KEBMS0548	Baseboard Element, Metal, Standard Width, 5"h x 48"w	$118.00	69.33	$36.19	$217.14
64	6	KESS2448	Acoustic Element, Standard Width, 24"h x 48"w	$206.00	69.33	$63.18	$379.08
65	6	KESS2148	Acoustic Element, Standard Width, 21"h x 48"w	$198.00	69.33	$60.73	$364.38
66	6	KEBMS0548	Baseboard Element, Metal, Standard Width, 5"h x 48"w	$118.00	69.33	$36.19	$217.14
67	6	KEAS2448	Laminate Element, Standard Width, 24"h x 48"w	$237.00	69.33	$72.69	$436.14
68	6	KESS2148	Acoustic Element, Standard Width, 21"h x 48"w	$198.00	69.33	$60.73	$364.38
69	4	CT18L	Cantilever, 18"d	$80.00	69.33	$24.54	$98.16

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
70	4	CT18R	Cantilever, 18"d	$80.00	69.33	$24.54	$98.16
71	1	EBFQC	Communications Base Feed	$50.00	69.33	$15.34	$15.34
72	1	EKBF8T72	Base Feed, 8-Wire Isolated Ground, 72" long	$384.00	69.33	$117.77	$117.77
73	1	EKBH8T048	Power Harness, 8-Wire Isolated Ground, 48" long	$229.00	69.33	$70.23	$70.23
74	2	EKBH8T072	Power Harness, 8-Wire Isolated Ground, 72" long	$244.00	69.33	$74.83	$149.66
75	1	EKBH8T096	Power Harness, 8-Wire Isolated Ground, 96" long	$276.00	69.33	$84.65	$84.65
76	1	EKBH8T144	Power Harness, 8-Wire Isolated Ground, 144" long	$355.00	69.33	$108.88	$108.88
77	4	EKQPD	Power Box, Double Length	$248.00	69.33	$76.06	$304.24
78	8	EKROS	Receptacle Outlet, Standard 15 Amp	$42.00	69.33	$12.88	$103.04
79	2	KCC363	Three-Way Connector, 36"h	$115.00	69.33	$35.27	$70.54
80	3	KCC513	Three-Way Connector, 51"h	$147.00	69.33	$45.08	$135.24
81	2	KCCN3690	Two-Way Connector 90 Degree, 36"h	$176.00	69.33	$53.98	$107.96
82	1	KCCN5190	Two-Way Connector 90 Degree, 51"h	$231.00	69.33	$70.85	$70.85
83	1	KCW51	Panel Wall Adapter, 51"h	$129.00	69.33	$39.56	$39.56
84	2	KPGAB0966	Panel Add-On Screen - Glass, Both Extended, 9"h x 66"w	$844.00	69.33	$258.85	$517.70
85	2	KPGAB0996	Panel Add-On Screen - Glass, Both Extended, 9"h x 96"w	$1,124.00	69.33	$344.73	$689.46
86	3	KPGAE0990	Panel Add-On Screen - Glass, One Side Extended, 9"h x 90"w	$835.00	69.33	$256.09	$768.27
87	1	KPGAE0990	Panel Add-On Screen - Glass, One Side Extended, 9"h x 90"w	$1,055.00	69.33	$323.57	$323.57
88	1	KPGAS0990	Panel Add-On Screen - Glass, Both Standard, 9"h x 90"w	$1,055.00	69.33	$323.57	$323.57
89	3	KPGAS0990	Panel Add-On Screen - Glass, Both Standard, 9"h x 90"w	$835.00	69.33	$256.09	$768.27
90	2	KTE36	Panel End Trim, 36"h	$48.00	69.33	$14.72	$29.44
91	8	KTE51	Panel End Trim, 51"h	$52.00	69.33	$15.95	$127.60
92	4	KTI15	Intermediate Panel End Trim, 15"h	$38.00	69.33	$11.65	$46.60
93	8	KWSQY2443	Rectangle Worksurface (D-Style), with Scallop, 24"d x 43"w	$472.00	69.33	$144.76	$1,158.08
94	8	TNDM	Desktop Multi-Organizer	$131.00	69.33	$40.18	$321.44

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
95	16	YEEG	Rectangular Grommet	$48.00	69.33	$14.72	$235.52
96	8	YEPQD120E120A	Power Qube,Dual - 1 Power/2 USB/0 Data,Desk Edge	$492.00	69.33	$150.90	$1,207.20
97	8	YSRB9E2964NRB	hiSpace Basic HA FS Comp Table w/Rect WS,Ext Elec,29"dx64"w,No	$3,125.00	69.33	$958.44	$7,667.52
98	1	BDSTR1836	Top for Solid Storage, 18"d x 36"w (1"WS)	$328.00	61.00	$127.92	$127.92
99	1	BSCDSP183628N	Storage Cabinet - Solid Doors - Pulls, 18"d x 36"w x 28"h, Door Swing Not	$869.00	61.00	$338.91	$338.91
100	8	RACMFM305115	Markerboard - Freestanding Storage Mounted, Magnetic Glass, Above	$339.00	61.00	$132.21	$1,057.68
101	4	RBAT24511212L	Freestanding Tower with Lateral Access and Drawers, 24"d x 51"h,	$1,498.00	61.00	$584.22	$2,336.88
102	4	RBAT24511212R	Freestanding Tower with Lateral Access and Drawers, 24"d x 51"h,	$1,498.00	61.00	$584.22	$2,336.88
103	8	RBTPS180612	Mobile Pedestal with Seat, 18"d, Box Drawer, Box File	$1,305.00	61.00	$508.95	$4,071.60
					Sub Total Sell		**$37,678.81**
ZDEL							
104	1	DSASSEMBLY	DELIVERY/INSTALLATION	$0.00	0.00	$7,325.00	$7,325.00
					Sub Total Sell		**$7,325.00**
			SALES TAX 10.25%	$0.00		$5,307.06	$5,307.06
			PROJECT MANAGEMENT	$975.00		$975.00	$975.00

Total Sell: $58,058.25

There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over $7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name_____ **Title**_____

Date: _____

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: FIRE & MAINTENANCE
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155156 - R1

11/9/2022
11:29:28AM
FIRE & MAINTENANCE.sp4

Sold By: LEE ALPERT
Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT 424020

FIRE & MAINT

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
1	3	KPXL5130	Floor Flush Panel - Segmented, 30" Rail, 51"h x 30"w	$291.00	69.33	$89.25	$267.75
2	3	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	$106.00	69.33	$32.51	$97.53
3	3	KESS2430	Acoustic Element, Standard Width, 24"h x 30"w	$146.00	69.33	$44.78	$134.34
4	3	KESS2130	Acoustic Element, Standard Width, 21"h x 30"w	$140.00	69.33	$42.94	$128.82
5	3	KEAFC2930	Laminate Element - Floor Flush, Corridor Width, 29"h x 30"w	$188.00	69.33	$57.66	$172.98
6	3	KEAC2130	Laminate Element, Corridor Width, 21"h x 30"w	$153.00	69.33	$46.93	$140.79
7	1	KCW51	Panel Wall Adapter, 51"h	$129.00	69.33	$39.56	$39.56
8	1	KCCN5190	Two-Way Connector 90 Degree, 51"h	$231.00	69.33	$70.85	$70.85
9	1	KTE51	Panel End Trim, 51"h	$52.00	69.33	$15.95	$15.95
10	1	KPGAE0930	Panel Add-On Screen - Glass, One Side Extended, 9"h x 30"w	$459.00	69.33	$140.78	$140.78
11	1	KPGAE0960	Panel Add-On Screen - Glass, One Side Extended, 9"h x 60"w	$773.00	69.33	$237.08	$237.08
12	3	YEPQD120E120A	Power Qube,Dual - 1 Power/2 USB/0 Data,Desk Edge	$492.00	69.33	$150.90	$452.70
13	3	YSRB9E2958NRB	hiSpace Basic HA FS Comp Table w/Rect WS,Ext Elec,29"dx58"w,No	$3,111.00	69.33	$954.14	$2,862.42
14	1	BSSSM183037	Storage Mounted Bookcase, 18"d x 30"w x 37"h (1-3/16")	$864.00	61.00	$336.96	$336.96
15	2	BSSSM183637	Storage Mounted Bookcase, 18"d x 36"w x 37"h (1-3/16")	$887.00	61.00	$345.93	$691.86
16	8	BLGC	Rectangular Grommet	$28.00	61.00	$10.92	$87.36
17	1	BMSTR1830	Top for Solid Storage, 18"d x 30"w (1-3/16")	$320.00	61.00	$124.80	$124.80
18	2	BMSTR1836	Top for Solid Storage, 18"d x 36"w (1-3/16")	$368.00	61.00	$143.52	$287.04
19	1	BHKHA96021	Mid-Height Kneespace Module for Height-Adjustability, 9"d x 60"w x	$1,372.00	61.00	$535.08	$535.08
20	1	BMRR23072	Rectangular Desk with Recessed Modesty - Full Gables, Full Modesty,	$1,300.00	61.00	$507.00	$507.00
21	2	BSCDSP183628N	Storage Cabinet - Solid Doors - Pulls, 18"d x 36"w x 28"h, Door Swing Not	$869.00	61.00	$338.91	$677.82
22	1	BSLFSP183028	Lateral File - Pulls, 18"d x 30"w, Two Drawers (28")	$1,072.00	61.00	$418.08	$418.08

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: FIRE & MAINTENANCE
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155156 - R1

11/9/2022
11:29:28AM
FIRE & MAINTENANCE.sp4

Sold By: LEE ALPERT

Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
23	1	BHMCBK2758SCI	Cross Grain HA Rect WS - Mid-Ht, 27"d x 58"w, Straight, Center-Rect, Int.	$3,470.00	61.00	$1,353.30	$1,353.30
24	1	BDJBL02042GL	Return w Pedestal - Box/Box/File, No Modesty, 20"d x 42"w, Rect. Gromm.,	$1,208.00	61.00	$471.12	$471.12
25	2	BDJBL02042GR	Return w Pedestal - Box/Box/File, No Modesty, 20"d x 42"w, Rect. Gromm.,	$1,208.00	61.00	$471.12	$942.24
26	1	BMZUL1187230GR	Credenza w Sgle Lat. File, Full Modesty, 18"d x 72"w, 30"w Stor.,	$1,873.00	61.00	$730.47	$730.47
27	3	RAVGL14	Semi-supported Leg - Solid, 14"d, Laminate	$183.00	61.00	$71.37	$214.11
28	1	RBSPM18220612	Pedestal, Mobile, 18"d x 22"h, Box, File	$683.00	61.00	$266.37	$266.37
29	3	WWGB	WAVEWORKS,GUSSET BRACKET	$41.80	50.00	$20.90	$62.70
						Sub Total Sell	**$12,467.86**
ZDEL							
30	1	DSASSEMBLY	DELIVERY/INSTALLATION, REGULAR BUSINESS HOURS	$0.00	0.00	$2,603.00	$2,603.00
						Sub Total Sell	**$2,603.00**
			SALES TAX 10.25%	$0.00		$1,544.76	$1,544.76

Total Sell: $16,615.62

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Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name_____ **Title**_____

Date: _____

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: CASH ROOMS
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155283 - R1

11/9/2022
11:33:04AM
MONT-CASH- R2.visual.sp4

Sold By: LEE ALPERT
Prep. by: Tammy Sparks

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
BENCH							
1	1	79630H3	TechWorks 96"W x 30"D Adjustable Bench with High Pressure Laminate	$4,315.00	42.86	$2,465.71	$2,465.71
2	2	797H02	TechWorks 20"W x 121/4"D, Pull-out Writing Shelf	$382.00	42.86	$218.29	$436.58
3	2	PH20SW	Box/File Suspended Pedestal, 15"W x 20"D x 21 3/4"H*	$784.00	42.86	$448.00	$896.00
						Sub Total Sell	**$3,798.29**
CART							
4	2	90-00730	Guard Rail Utility Cart- 70 lbs capacitiy, 22-3/8W x 37-1/4H x	$0.00	0.00	$2,614.29	$5,228.58
						Sub Total Sell	**$5,228.58**
COATS							
5	1	4202	Nail Head Coat Hook-6 Hook, Silver	$1,044.00	42.86	$596.57	$596.57
						Sub Total Sell	**$596.57**
MISC							
6	1	701H303	TechWorks 36"W x 36"D Adjustable Bench with High Pressure Laminate	$2,262.00	42.86	$1,292.57	$1,292.57
						Sub Total Sell	**$1,292.57**
STORAGE							
7	1	9336P-S72L	18"d x 36"w x 72"h, 2 Door, 1 Fixed, 3 Adj Shelves, 9300P SERIES,	$777.00	38.93	$474.53	$474.53
						Sub Total Sell	**$474.53**
ZDEL							
8	1	DSASSEMBLY	DELIVERY/INSTALLATION - REGULAR BUSINESS HOURS	$1,040.00	-47.11	$1,530.00	$1,530.00
						Sub Total Sell	**$1,530.00**
ZFR							

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: CASH ROOMS
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155283 - R1

11/9/2022
11:33:04AM
MONT-CASH- R2.visual.sp4

Sold By: LEE ALPERT

Prep. by: Tammy Sparks

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
9	1	FREIGHT	GLOBAL FREIGHT	$75.00	-42.86	$107.14	$107.14
10	1	FREIGHT	FREIGHT FOR UTILITY CARTS	$0.00	0.00	$535.00	$535.00
						Sub Total Sell	**$642.14**
			SALES TAX 10.25%	$0.00		$1,390.17	$1,390.17

Total Sell: $14,952.85

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Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name_____ Title_____

Date: _____

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: ADMIN ASSISTANT
MONTEBELLO CA 90640
909-736-8889

Quote Expires: 12/10/2022

Quote # Q156324

11/10/2022
4:26:12PM
ınsit_R9_Adm Asst_Budget- old contract pricing.visual.sp4
Sold By: LEE ALPERT
Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT #424020

Admin Asst

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
1	1	ATCSC24	Square Cafe Table, 1 41"h Mono-Pod Base, 24"	$958.00	57.30	$409.07	$409.07
2	1	KPXL4230	Floor Flush Panel - Segmented, 30" Rail, 42"h x 30"w	$258.00	69.33	$79.13	$79.13
3	1	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	$106.00	69.33	$32.51	$32.51
4	1	KESS2430	Acoustic Element, Standard Width, 24"h x 30"w	$146.00	69.33	$44.78	$44.78
5	1	KESS1230	Acoustic Element, Standard Width, 12"h x 30"w	$97.00	69.33	$29.75	$29.75
6	1	KEAFC2930	Laminate Element - Floor Flush, Corridor Width, 29"h x 30"w	$188.00	69.33	$57.66	$57.66
7	1	KEAC1230	Laminate Element, Corridor Width, 12"h x 30"w	$110.00	69.33	$33.74	$33.74
8	2	KPXL5130	Floor Flush Panel - Segmented, 30" Rail, 51"h x 30"w	$291.00	69.33	$89.25	$178.50
9	2	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	$106.00	69.33	$32.51	$65.02
10	2	KESS2430	Acoustic Element, Standard Width, 24"h x 30"w	$146.00	69.33	$44.78	$89.56
11	2	KESS2130	Acoustic Element, Standard Width, 21"h x 30"w	$140.00	69.33	$42.94	$85.88
12	2	KEAFC2930	Laminate Element - Floor Flush, Corridor Width, 29"h x 30"w	$188.00	69.33	$57.66	$115.32
13	2	KEAC2130	Laminate Element, Corridor Width, 21"h x 30"w	$153.00	69.33	$46.93	$93.86
14	1	KCW51	Panel Wall Adapter, 51"h	$129.00	69.33	$39.56	$39.56
15	1	KTR30	Top Trim, 30"w	$51.00	69.33	$15.64	$15.64
16	1	KCCN4290	Two-Way Connector 90 Degree, 42"h	$204.00	69.33	$62.57	$62.57
17	1	KTE42	Panel End Trim, 42"h	$50.00	69.33	$15.34	$15.34
18	1	KTI09	Intermediate Panel End Trim, 9"h	$35.00	69.33	$10.73	$10.73
19	1	KPGAS1560	Panel Add-On Screen - Glass, Both Standard, 15"h x 60"w	$874.00	69.33	$268.06	$268.06
20	1	KWCS1530	Rectangular Countertop, 15" d x 30" w	$388.00	69.33	$119.00	$119.00
21	2	KT100	Touch-Up Kit, Bottle with Brush	$81.00	69.33	$24.84	$49.68
22	1	YEPQD120E120A	Power Qube,Dual - 1 Power/2 USB/0 Data,Desk Edge	$492.00	69.33	$150.90	$150.90

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: ADMIN ASSISTANT
MONTEBELLO CA 90640
909-736-8889

Quote Expires: 12/10/2022

Quote # Q156324

ınsit_R9_Adm Asst_Budget- old contract pricing.visual.sp4

Sold By: LEE ALPERT

Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT #424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
23	1	BWGLMS30	Semi-Supported Leg - Solid, 29"h, 30"d (1-3/16")	$274.00	61.00	$106.86	$106.86
24	1	BOWTSW5030	Wall-Mounted Tackboard - Fabric, From Worksurface, 50"h, 30"w	$129.00	61.00	$50.31	$50.31
25	1	BOWTSW5078	Wall-Mounted Tackboard - Fabric, From Worksurface, 50"h, 78"w	$267.00	61.00	$104.13	$104.13
26	1	BMSTR1824	Top for Solid Storage, 18"d x 24"w (1-3/16")	$293.00	61.00	$114.27	$114.27
27	1	BMSTR1830	Top for Solid Storage, 18"d x 30"w (1-3/16")	$320.00	61.00	$124.80	$124.80
28	1	BHKFH9902130R	Mid-Height Kneespace Module for HA & Fixed Run-Off, 9"d x 90"w x 21"h,	$1,638.00	61.00	$638.82	$638.82
29	1	BMMRK3057SEN	Fixed Run-Off - Mid-Height, 30"d x 57"w, Straight, End WS - Rect, Non	$796.00	61.00	$310.44	$310.44
30	1	BSCDSP183028N	Storage Cabinet - Solid Doors - Pulls, 18"d x 30"w x 28"h, Door Swing Not	$822.00	61.00	$320.58	$320.58
31	1	BSLFSP182428	Lateral File - Pulls, 18"d x 24"w, Two Drawers (28")	$1,022.00	61.00	$398.58	$398.58
32	1	BHMCBK2758SCI	Cross Grain HA Rect WS - Mid-Ht, 27"d x 58"w, Straight, Center-Rect, Int.	$3,470.00	61.00	$1,353.30	$1,353.30
33	1	BMZUC91860GL	Credenza w Sgle Combo Pedestal, Wall Access Mod., 18"d x 60"w, Rect.	$2,209.00	61.00	$861.51	$861.51
						Sub Total Sell	**$6,429.86**
ZDEL							
34	1	DSASSEMBLY	DELIVERY/INSTALLATION - REGULAR BUSINESS HOURS	$0.00	0.00	$1,455.00	$1,455.00
						Sub Total Sell	**$1,455.00**
			Sales Tax 10.25%	$0.00		$808.20	$808.20
						Total Sell:	**$8,693.06**

TEKNION SOURCEWELL CONTRACT #424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell

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Approved by: Name_____ Title_____

Date: _____

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: CUSTOMER SERVICE
MONTEBELLO CA 90640
909-736-8889

Quote Expires: 12/10/2022

Quote # Q156325

11/10/2022
4:11:09PM
Mont Transit_R9_CS- old contract pricing.sp4
Sold By: LEE ALPERT
Prep. by: Tammy Sparks

TEKNION SOURCEELL CONTRACT #424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
CS							
1	2	WWGB	WAVEWORKS,GUSSET BRACKET	$41.80	40.00	$25.08	$50.16
2	2	RAVGL14	Semi-supported Leg - Solid, 14"d, Laminate	$183.00	61.00	$71.37	$142.74
3	4	YEEG	Rectangular Grommet	$48.00	69.33	$14.72	$58.88
4	2	YEPQD120E120A	Power Qube,Dual - 1 Power/2 USB/0 Data,Desk Edge	$492.00	69.33	$150.90	$301.80
5	2	YSRB9E2970NRB	hiSpace Basic HA FS Comp Table w/Rect WS,Ext Elec,29"dx70"w,No	$3,135.00	69.33	$961.50	$1,923.00
6	1	BDJBC02036GL	Cross Grain Return w Pedestal - Box/Box/File, No Modesty, 20"d x	$1,184.00	61.00	$461.76	$461.76
7	1	BDJBC02036GR	Cross Grain Return w Pedestal - Box/Box/File, No Modesty, 20"d x	$1,184.00	61.00	$461.76	$461.76
						Sub Total Sell	**$3,400.10**
ZDEL							
8	1	DSASSEMBLY	DELIVERY/INSTALLATION - REGULAR BUSINESS HOURS	$0.00	0.00	$925.00	$925.00
						Sub Total Sell	**$925.00**
			Sales Tax 10.25%	$0.00		$443.32	$443.32
						Total Sell:	**$4,768.42**

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: CUSTOMER SERVICE
MONTEBELLO CA 90640
909-736-8889

Quote Expires: 12/10/2022

Quote # Q156325

11/10/2022
4:11:09PM
Mont Transit_R9_CS- old contract pricing.sp4

Sold By: LEE ALPERT

Prep. by: Tammy Sparks

TEKNION SOURCEELL CONTRACT #424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell

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Approved by: Name_____ Title_____

Date: _____

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: OP CLERICAL
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155148 - R1

11/9/2022
11:23:05AM
OP CLERICAL.sp4

Sold By: LEE ALPERT

Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
OP-CLERICAL							
1	1	SFVO2060	Storage Top, 20"d x 60"w	$607.00	69.33	$186.17	$186.17
2	1	PLDCSFBFF2024D	Counter Ht Drwr Cab-Std,Freestanding,Box/File/File,20	$2,360.00	69.33	$723.81	$723.81
3	1	PLDCSFBFF2030D	Counter Ht Drwr Cab-Std,Freestanding,Box/File/File,20	$2,466.00	69.33	$756.32	$756.32
4	2	YEEG	Rectangular Grommet	$48.00	69.33	$14.72	$29.44
5	2	YSRB9E2970NRB	hiSpace Basic HA FS Comp Table w/Rect WS,Ext Elec,29"dx70"w,No	$3,135.00	69.33	$961.50	$1,923.00
6	2	YEPQD120E120A	Power Qube,Dual - 1 Power/2 USB/0 Data,Desk Edge	$492.00	69.33	$150.90	$301.80
7	1	BWSD152430	Standard Wall Cabinet - Solid Doors, 15"d x 24"w x 30"h	$999.00	61.00	$389.61	$389.61
8	1	BWSD153030	Standard Wall Cabinet - Solid Doors, 15"d x 30"w x 30"h	$1,073.00	61.00	$418.47	$418.47
9	1	BSPSSP1828B	Pedestal - Pulls, 18"d x 28"h, Box/Box/File	$934.00	61.00	$364.26	$364.26
10	1	BMJLL0206636NR	Return w Lat. File, No Modesty, 20"d x 66"w, 36"w Stor., No Grommet,	$1,796.00	61.00	$700.44	$700.44
11	1	RBSPM22220612	Pedestal, Mobile, 22"d x 22"h, Box, File	$718.00	61.00	$280.02	$280.02
						Sub Total Sell	**$6,073.34**
ZDEL							
12	1	DSASSEMBLY	DELIVERY/INSTALLATION	$0.00	0.00	$1,089.00	$1,089.00
						Sub Total Sell	**$1,089.00**
			SALES TAX 10.25%	$0.00		$734.14	$734.14
						Total Sell:	**$7,896.48**

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell

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Approved by: Name_____ Title_____

Date: _____

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: WAREHOUSE
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155149 - R1

11/9/2022
11:24:55AM
WAREHOUSE.sp4

Sold By: LEE ALPERT
Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
WAREHOUSE							
1	4	LPWNBF2215D1A	Mobile Pedestal, Box, File, 22"d x 15"w, Metal Front, Full Pull	$986.00	69.33	$302.41	$1,209.64
2	2	LSC31C1830D1A	Storage Cabinet, Three-High, 2 Shelves, Combo, 18"d x 30"w, Metal	$1,655.00	69.33	$507.59	$1,015.18
3	1	LLF30C1830D1A	Lat File,Three-High,Combo,18"dx30"w,Me	$2,278.00	69.33	$698.66	$698.66
4	1	SFVO1830	Storage Top, 18"d x 30"w	$345.00	69.33	$105.81	$105.81
5	1	SFVO1860	Storage Top, 18"d x 60"w	$563.00	69.33	$172.67	$172.67
6	8	YEEG	Rectangular Grommet	$48.00	69.33	$14.72	$117.76
7	4	YSRB9E2970NRB	hiSpace Basic HA FS Comp Table w/Rect WS,Ext Elec,29"dx70"w,No	$3,135.00	69.33	$961.50	$3,846.00
8	4	YEPQD120E120A	Power Qube,Dual - 1 Power/2 USB/0 Data,Desk Edge	$492.00	69.33	$150.90	$603.60
						Sub Total Sell	**$7,769.32**
ZDEL							
9	1	DSASSEMBLY	DELIVERY/INSTALLATION	$0.00	0.00	$1,133.00	$1,133.00
						Sub Total Sell	**$1,133.00**
			SALES TAX 10.25%	$0.00		$912.49	$912.49
						Total Sell:	**$9,814.81**

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell

There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over $7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name_____ Title_____

Date: _____

bluespace interiors
2840 N. Lima St.
Burbank CA 91504
(818)333-3160 x 105

Furniture Quotation

bluespace INTERIORS

Prepared For: JAMES COINER
CITY OF MONTEBELLO - TRANSIT DEPT
400 S. TAYLOR AVE.
TAG: MAINTENANCE
MONTEBELLO CA 90640

Quote Expires: 12/30/2022

Quote # Q155151 - R1

11/9/2022
11:21:40AM
MAINTENANCE.sp4

Sold By: LEE ALPERT
Prep. by: Tammy Sparks

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
MAINTENANCE							
1	2	UNRC48	Worksurface Reinforcement Channel, 48"w	$35.00	69.33	$10.73	$21.46
2	2	KWSQN2460	Rectangle Worksurface (D-Style), without Scallop, 24"d x 60"w	$639.00	69.33	$195.98	$391.96
3	4	YEEG	Rectangular Grommet	$48.00	69.33	$14.72	$58.88
4	2	YSRB9E2958NRB	hiSpace Basic HA FS Comp Table w/Rect WS,Ext Elec,29"dx58"w,No	$3,111.00	69.33	$954.14	$1,908.28
5	2	YEPQD120E120A	Power Qube,Dual - 1 Power/2 USB/0 Data,Desk Edge	$492.00	69.33	$150.90	$301.80
6	2	JNSEFWW104254S	Fabric Elev Screen - WS-Mount, Worksurface Only, 10" from Floor,	$1,036.00	61.00	$404.04	$808.08
7	2	BWWOS24	Frame Leg - Open, 29"h, 24"d	$455.00	61.00	$177.45	$354.90
8	1	BDSTR1872	Top for Solid Storage, 18"d x 72"w (1"WS)	$582.00	61.00	$226.98	$226.98
9	1	BSCDSP183640N	Storage Cabinet - Solid Doors - Pulls, 18"d x 36"w x 40"h, Door Swing Not	$1,199.00	61.00	$467.61	$467.61
10	1	BSLFSP183640	Lateral File - Pulls, 18"d x 36"w, Three Drawers (40")	$1,821.00	61.00	$710.19	$710.19
11	1	RBAT24426612L	Freestanding Tower with Lateral Access and Drawers, 24"d x 42"h,	$1,166.00	61.00	$454.74	$454.74
12	1	RBAT24426612R	Freestanding Tower with Lateral Access and Drawers, 24"d x 42"h,	$1,166.00	61.00	$454.74	$454.74
						Sub Total Sell	**$6,159.62**
ZDEL							
13	1	DSASSEMBLY	DELIVERY/INSTALLATION	$0.00	0.00	$1,118.00	$1,118.00
						Sub Total Sell	**$1,118.00**
			SALES TAX 10.25%	$0.00		$745.96	$745.96

Total Sell: $8,023.58

TEKNION SOURCEWELL CONTRACT 424020

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell

There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over $7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name_____ Title_____

Date: _____

EXHIBIT "C"

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement may call for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, CONTRACTOR acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", CONTRACTOR shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. CONTRACTOR shall not perform work with any Sub-CONTRACTOR that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and Sub-CONTRACTORs shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the CONTRACTOR or any Sub-CONTRACTOR ceases to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, CONTRACTOR's Services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.

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

6. 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 City, forfeit $200.00 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 Sub-CONTRACTOR.

7. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each Sub-CONTRACTOR 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 City of the location of the records.

8. CONTRACTOR shall comply with and be bound by the provisions of Labor Code 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 60 days after concluding work pursuant to this Agreement, CONTRACTOR, and each of its Sub-CONTRACTORs shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The CONTRACTOR shall not perform Work with any Sub-CONTRACTOR that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. The CONTRACTOR and Sub-CONTRACTORs shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. If the CONTRACTOR or any Sub-CONTRACTOR becomes debarred or suspended during the duration of the project, the CONTRACTOR shall immediately notify City.

10. CONTRACTOR acknowledges that eight hours labor constitutes a legal day's work. CONTRACTOR shall comply with and be bound by Labor Code Section 1810. 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 City, forfeit $25.00 for each worker employed in the performance of this Agreement by the CONTRACTOR or by any Sub-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of CONTRACTOR in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby 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."

12. For every Sub-CONTRACTOR who will perform work on the project, CONTRACTOR shall be responsible for such Sub-CONTRACTOR's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each Sub-CONTRACTOR a copy of those statutory provisions and a requirement that each Sub-CONTRACTOR shall comply with those statutory provisions. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure Sub-CONTRACTOR's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Sub-CONTRACTOR and upon becoming

aware of the failure of the Sub-CONTRACTOR to pay his or her workers the specified prevailing rate of wages. CONTRACTOR shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (at CONTRACTOR's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent CONTRACTORs serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONTRACTOR, its Sub-CONTRACTORs, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of CONTRACTOR under this Section shall survive the termination of the Agreement.

[END OF EXHIBIT "C"]

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4058
WITH MOHAWK COMMERCIAL, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 14, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and MOHAWK COMMERCIAL, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to "piggyback" on an existing contract, as amended, between CONTRACTOR and California Multiple Award Schedule (CMAS), pursuant to CMAS Contract No. 4-20-00-0085C "To provide for the purchase, warranty and installation of flooring covering products, and executed on February 11, 2020 (hereinafter "CMAS Contract No. 4-20-00-0085C"); and

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide upgraded office workspace flooring for the Transportation Department; and

WHEREAS, the 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; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits.
2. CMAS Contract No. 4-20-00-0085C, attached hereto as **Exhibit "A".**
3. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated November 14, 2022, attached hereto as **Exhibit "B"**.

4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Forty-Nine Thousand, and Ninety-Nine Dollars ($49,099)** plus a five percent (5%) contingency sum, for a grand total not-to-exceed sum **Fifty- One Thousand, Five Hundred and Fifty-Four Dollars** (**$51,554)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the initial Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **December 14, 2022**, and shall terminate upon completion of the Professional Services; provided such shall be on or before **May 31, 2023** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein. .

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the

CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the

CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. 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.

c. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to

the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or

misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or

counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor:
Mohawk Commercial, Inc
Attn: Mike Gallman, President
160 South Industrial Blvd
Calhoun, GA 30701
(706) 278–8000
mike_gallman@mohawkind.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**MOHAWK COMMERCIAL, INC**
_____	_____
René Bobadilla, City Manager	Mike Gallman, President
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – CMAS Contract No. 4-20-00-0085C
- Exhibit B – Contractor's Scope of Services Services and Associated Cost
- Exhibit C - Terms for Compliance with California Labor Law Requirements

Exihit “A”

CMAS Contract No. 4-20-00-0085C

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Mohawk Commercial, Inc.

CMAS NUMBER:	**4-20-00-0085C**
AMENDMENT NUMBER:	N/A
CMAS TERM DATES:	2/11/2020 through 10/11/2023
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	080819-MCD
BASE SCHEDULE HOLDER:	Mohawk Carpet Distribution, Inc.

This CMAS provides for the purchase, warranty and installation of floor covering products.

Original Signature on File Effective Date: **2/11/2020**

JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: Statewide Contract Index Listing (www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

The services provided under this CMAS are only in support of the products covered by this CMAS.

CMAS RESTRICTION FOR CARPET PURCHASES

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO. 4-20-00-0085C

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Bigelow Commercial
Brand-Karastan
Brand-Lees Carpet
Brand-Mohawk
Brand-Mohawk Carpet
Floor Cov-Broadloom Carpet
Floor Cov-Carpet Recycled
Floor Cov-Hardwood
Floor Cov-Modular Carpet Tile
Floor Cov-Rubber Sheeting/Tile
Floor Cov-Vinyl Sheeting/Tile

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products, services and pricing are currently available on the base Sourcewell schedule. Access the Sourcewell schedule contract documents and pricing at https://www.sourcewell-mn.gov/cooperative-purchasing/080819-mcd#tab-contract-documents.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from Sourcewell Schedule Number 080819-MCD (MOHAWK CARPET DISTRIBUTION, INC.) with a GSA term of 10/16/2019 through 10/11/2023.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

Mohawk Commercial, Inc.
160 South Industrial Blvd.
Calhoun, GA 30701
Attn: Tammy Land

E-mail: tammy_land@mohawkind.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Lacreta Hackney
Phone: (706) 624-2187
E-mail:
lacreta_hackney@mohawkind.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for either non-IT goods and/or services, or IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

Mohawk Commercial, Inc.'s California Seller's Permit Number is 100606748. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 3 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a Darfur Contracting Act Certification.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a California Civil Rights Law Certification.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

10 Day Delivery for Soft Surface up to 2,500 YDS

10 Day Delivery for Hard Surface up to 20,000 FT

All other delivery is 35 Days days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCAL, Chapter 5 (FISCAL):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCAL, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is $100.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

   Standard 65 Purchase Documents – State departments not transacting in FI$Cal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website (www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx), select Standard STD Forms.

   FISCAL Purchase Documents – State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

2. Local Governmental Departments:

   Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.

- Write the word “CMAS” in the space usually reserved for the contract number. On Standard 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number “4” and an Information Technology CMAS begins with the number “3.” The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCAL, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCAL, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

Mohawk Commercial, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting “Find a CMAS Contractor”.

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

      i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

      ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and

      iii. Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and

iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board (www.cslb.ca.gov) at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

Mohawk Commercial, Inc.'s California Contractor's License number is 988270. This is a Class C15 license that is valid through 11/30/2021.

BUY CLEAN CALIFORNIA ACT

Per Management Memo 19-01, beginning January 1, 2019, awarding authorities will request successful bidders for public works contracts to submit current facility-specific Environmental Product Declarations (EPDs) for all eligible materials.

Awarding authorities are those identified in PCC § 3501 (a) and state agencies granted authority to work on public works projects under MM 18-01. Eligible materials subject to the EPD requirement are structural steel, carbon steel rebar, flat glass, and mineral wool board insulation.

Project bid specifications must require that facility-specific EPDs are compliant to ISO 14025 and applicable Product Category Rules located on the Department of General Services (DGS) Buy Clean California Act website.

Awarding authorities must report the following information to DGS upon request:

- Awarded contract information
- Eligible materials used in project(s)
- EPDs submitted by successful bidder(s)

The Department of General Services Buy Clean California Act website is located at www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders $250,000.00, or less, the total dollar value of all NSP products included in a purchase order shall not exceed $5,000.00. For orders exceeding $250,000.00, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or $25,000.00 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a “clean” install (typically new construction) or to prepare an “unclean” site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Installation Services
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. **Payment Terms**

   Payment terms for this CMAS are net 45 days.

   Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting office(s). Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled “Contractor Quarterly Report Process” for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller’s Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Mohawk Commercial, Inc. accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and then select "File a CMAS Quarterly Report".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and amendments will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional **1.25%** charge on a separate line item to cover the incentive fee. The CMAS contractor must include the **1.25%** incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled “Contractor Quarterly Report Process” for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND AMENDMENTS

A copy of a CMAS and amendments, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Amendments, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State’s interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____ **Reporting Calendar Year:** _____ **Revision** ☐

CMAS Number: _____

Reporting Quarter:
- ☐ Q1 (January to March)
- ☐ Q2 (April to June)
- ☐ Q3 (July to September)
- ☐ Q4 (October to December)

For Questions Regarding this Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Check Here if No New Orders for This Quarter ☐

STATE GOVERNMENT AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: $ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: $ _____

1.25% Remitted to DGS (does not apply to CA certified Small Businesses): $ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: $ _____

ATTACHMENT B

CMAS Quarterly Business Activity Report

Instructions for **completing** the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per Purchase Order** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local** Sales - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1.25% Remitted to DGS** - Identify **1.25%** of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds $5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for “clean floor” (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for “unclean floor” installation services, as well as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order’s total value. Note that the maximum amount of each transaction placed under this award schedule by a State agency is $100,000.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state locations.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO. 4-20-00-0085C

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

ESTIMATED CARPET INSTALLATION COSTS
(**NOTE**: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)
BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

DESCRIPTION OF INSTALLATION	ESTIMATED INSTALLATION COST	
GENERAL OFFICE SPACE NEW CONSTRUCTION CLEAN FLOOR INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM MODULAR (TILE)	$4.00 PER SY $4.00 PER SY
GENERAL OFFICE SPACE NO FURNITURE MOVING REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM MODULAR (TILE)	$5.00 PER SY $5.00 PER SY
GENERAL OFFICE SPACE MOVING OF CONVENTIONAL FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW CARPET DIRECT GLUE DOWN OR FULL SPREAD RELEASE ADHESIVE NON-PATTERNED CARPET	BROADLOOM MODULAR (TILE)	$10.00 PER SY $10.00 PER SY
GENERAL OFFICE SPACE MOVING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW BROADLOOM CARPET DIRECT GLUE DOWN NON-PATTERNED CARPET	BROADLOOM PLUS $300.00-$400.00 PER WORKSTATION	$5.00 PER SY
GENERAL OFFICE SPACE LIFTING OF MODULAR (PANELS AND COMPONENTS) FURNITURE REMOVE OLD DIRECT GLUE CARPET INSTALL NEW MODULAR CARPET FULL SPREAD RELEASE ADHESIVE	MODULAR (TILE)	$11.00 PER SY

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO. 4-20-00-0085C

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

AREA TO BE CARPETED	CARPET TYPE
GENERAL OFFICE (EXAMPLE: GENERAL STATE OFFICES WITH NO OR LIGHT TO MEDIUM PUBLIC TRAFFIC)	26-28 OUNCE BROADLOOM, COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN. **OR** 26-28 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.
EXECUTIVE OFFICES (EXAMPLE: DIRECTOR'S OFFICE, DEPUTY DIRECTORS, AGENCY PERSONNEL	28-32 OUNCE BROADLOOM, COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION BY DIRECT GLUE DOWN. **OR** 28-32 OUNCE MODULAR (CARPET TILE), COMMERCIAL GRADE, TUFTED GRAPHICS DESIGN, LOOP PILE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. INSTALLATION WITH FULL SPREAD OF RELEASE ADHESIVE.
STATE OWNED RESIDENCES	34 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, CUT AND LOOP PILE. YARN TO BE BRANDED NYLON, ANY CONVENTIONAL DYE METHOD. INSTALLATION STRETCH IN OVER 3/8 INCH, 100% SYNTHETIC CARPET CUSHION, 28 OUNCE PER SQUARE YARD NOMINAL, 6.2 POUND PER CUBIC FOOT, MEETING ASTM E648 CLASS 1 RADIANT PANEL TEST.
TEMPORARY BUILDINGS INCLUDING MOBILE AND MODULAR FACILITIES	20 OUNCE BROADLOOM, TUFTED, COMMERCIAL GRADE, LOOP PILE, BRANDED, SOLUTION DYED NYLON. INSTALLATION BY DIRECT GLUE DOWN.
VERY HIGH TRAFFIC AREAS (EXAMPLE: MEDIUM TO HEAVY USE PUBLIC AREAS, AIRPORTS, COLLEGE/UNIVERSITY FOOD SERVICE AREAS, DORMITORIES	20 OUNCE BROADLOOM, TUFTED, STRUCTURED BACK, COMMERCIAL GRADE, NYLON, DuPONT LUMINA OR LEGACY OR BASF 2000ZX YARN SYSTEM. MAY INCLUDE HIGH DENSITY URETHANE OR VINYL CHLORIDE PAD BACKING. SEAMS SHOULD BE CAPABLE OF SEALING (WELD TOGETHER). INSTALLATION BY DIRECT GLUE DOWN

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MOHAWK COMMERCIAL, INC.
CMAS NO. 4-20-00-0085C

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License Number: _____

License Issued to Whom: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

Subcontractor's Name and Address: _____

_____

_____

License Number: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's 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 order.

_____ _____

Signature of Supplier Date

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE B

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT

(Public Contract Code Sections 7103 and 10221)

BOND Number: _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____, has awarded to _____ whose address is _____as Principle, a contract for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Section 7103 and 10221 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a Surety Corporation organized under the laws of _____and authorized to transact a generalsurety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____ (_____), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE B (continued)

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

_____ _____
(NAME OF SURETY) (ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

_____ _____
(SIGNATURE OF ATTORNEY IN FACT) (PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

STATE OF CALIFORNIA
STD. 807 (REV 2/14)

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C

CARPET INSTALLATION REQUIREMENTS

Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency	Requirement
				Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.
				Remove existing: carpet _____, pad _____, tile _____ Disposition: To State _____ Remove from State Premises _____
				Raise and reset monuments.
				Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.
				Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.
				Inspection of floor preparation by Building Manager.
				Reducer strips (metal _____, plastic _____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.
				Tack strips to be installed.
				Pad to be installed.

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C (continued)

CARPET INSTALLATION REQUIREMENTS

Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency	Requirement
				Cove base, rubber _____ or vinyl _____ Furnish and install _____ Color: brown _____, black _____ other _____ Size: 6" _____, 4" _____, 2" _____ other _____ Remove existing base _____ Trim cove on existing base _____ Other (explain) _____ _____
				All spots and smears of floor adhesives and seam cement to be removed.
				Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.
				Leave overage with Building Manager.
				Work to be performed on other than regular working hours. Nights _____ Weekends _____
				Floor duct covers, contact: Building Manager _____ Other _____

ATTACHMENT C

Information Regarding the Purchase and Installation of Floor Coverings

SAMPLE C (continued)

COORDINATION AND INSPECTION OF WORK

_____ **Site Inspection:**

A job walk-through for the purpose of inspecting the installation site will be conducted on _____ at _____ at _____.
The walk-through inspection will be conducted by _____.
Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

_____ **Installation Coordination:**

(Name) _____ (Title) _____
at (Agency) _____, telephone (_____)_____
will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) _____
to coordinate an acceptable installation schedule. **No installation work shall commence without the Building Manager's advance approval of the schedule.**

_____ **Inspection of Installation Work:**

Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

_____ The supplier shall request an inspection after _____% of the work has been completed. This inspection will be made jointly by the supplier and a designee of the agency.

_____ (Name) _____, (Title) _____,
will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.

Exhibit “B”

CONTRACTOR’S SCOPE OF SERVICES

DUNS # 13 384 75 12 | TID # 58 217 3403 | CAGE CODE # 6SMH5

November 14, 2022

Turnkey Control # CBI04269

RE: FLOORING PROPOSAL FOR: CBI04269 City of Montebello Transportation 1st and 2nd FLRS

Mohawk Commercial, Inc. - CMAS 4-20-00-0085C (CMAS Term Dates 02/11/2020 through 10/11/2023)

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price		Line Total
Broadloom for Steps	TBD	TBD	23.33	SY	@	$ 15.34	$	357.88
24"x24" Carpet Tiles-- Style TBD	TBD	TBD	742.00	SY	@	$ 23.49	$	17,429.58
C0128 Large and Local Wood 9"x 59" LVT (18.945 sf per ctn)	TBD	TBD	436.00	SY	@	$ 3.65	$	1,591.40
CRW05 4" Rubber Cove Base	TBD	TBD	1,900.00	SY	@	$ 0.95	$	1,805.00
CRW05 6" Rubber Cove Base	TBD	TBD	88.00	SY	@	$ 1.63	$	143.44
Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) (4-Gallon)			6.00	EA	@	$ 132.18	$	793.08
Payment/Performance Bonds			51.00	0	@	$ 7.16	$	365.16
M99 High Moisture Adhesive 4-Gallon (800sf-1040sf per pail)			1.00	EA	@	$ 211.51	$	211.51
M45 Cove Base Adhesive Cartridge 30oz. (75lf-100lf)			27.00	EA	@	$ 6.93	$	187.11
Installation Carpet Tile			742.00	SY	@	$ 7.65	$	5,676.30
Removal of Carpet Tile			685.00	SY	@	$ 5.50	$	3,767.50
Removal/Disposal Resilient Flooring			415.00	SF	@	$ 1.17	$	485.55
Installation of VCT			436.00	SF	@	$ 2.75	$	1,199.00
Conventional Furniture Moving (Light)			790.44	SY	@	$ 3.62	$	2,861.39
Install Base, Standard 4-Inch Vinyl/Rubber Blend, Black/Brown			1,900.00	LF	@	$ 1.53	$	2,907.00
Install Base, Standard 6-Inch Vinyl/Rubber Blend, Black/Brown			88.00	LF	@	$ 1.34	$	117.92
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			6,678.00	SF	@	$ 0.43	$	2,871.54
Remove Existing carpet on Steps and Landing			1.00	EA	@	$ 1,042.95	$	1,042.95
CARE Fee (California Only)			765.33	SY	@	$ 0.50	$	382.67
Freight			1.00	EA	@	$ 2,300.00	$	2,300.00
						Subtotal	**$**	**46,495.98**
						Estimated Sales Tax	$	2,602.53
						TOTAL	**$**	**49,098.51**

NOTES:

1. Based on field measure by: Custom Craft Flooring
2. Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
3. MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
4. Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.
5. Mohawk Commercial, Inc., License Number CA 988270. DIR Number 1000025095.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Trip Charges/Phasing	Mats
Protection of Floors	Preformed Corners	Moisture Testing and Abatement	Stair Materials
Resilient Flooring	Special Delivery/Equipment		Furniture Moving
Border Carpet	Union Labor		

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Mohawk
160 South Industrial Blvd.
Calhoun, GA 30701

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is that all abatement of asbestos contained floor material must be removed and that an AHERA report or Clearance Letter from the asbestos surveyor or from the asbestos abatement contractor must be provided before we will proceed with any work in those areas of asbestos concern. We and our installers consider it the owner's responsibility to ensure proper abatement is performed prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote.

Sincerely,

Casey Barbee
MohawkOne Project Manager

Phone 706-624-2567
Fax 706-422-6839
Email casey_barbee@mohawkind.com
Cell 706-588-6930

cc Tweet Ho

EXHIBIT "C"

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement may call for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, CONTRACTOR acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", CONTRACTOR shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. CONTRACTOR shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. CONTRACTOR shall not perform work with any Sub-CONTRACTOR that is not registered with DIR pursuant to Section 1725.5. CONTRACTOR and Sub-CONTRACTORs shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the CONTRACTOR or any Sub-CONTRACTOR ceases to be registered with DIR at any time during the duration of the project, CONTRACTOR shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, CONTRACTOR's Services are subject to compliance monitoring and enforcement by DIR. CONTRACTOR shall post job site notices, as prescribed by DIR regulations.

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

6. 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 City, forfeit $200.00 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 Sub-CONTRACTOR.

7. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each Sub-CONTRACTOR 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 City of the location of the records.

8. CONTRACTOR shall comply with and be bound by the provisions of Labor Code 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 60 days after concluding work pursuant to this Agreement, CONTRACTOR, and each of its Sub-CONTRACTORs shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The CONTRACTOR shall not perform Work with any Sub-CONTRACTOR that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. The CONTRACTOR and Sub-CONTRACTORs shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of CONTRACTORs from public works. If the CONTRACTOR or any Sub-CONTRACTOR becomes debarred or suspended during the duration of the project, the CONTRACTOR shall immediately notify City.

10. CONTRACTOR acknowledges that eight hours labor constitutes a legal day's work. CONTRACTOR shall comply with and be bound by Labor Code Section 1810. 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 City, forfeit $25.00 for each worker employed in the performance of this Agreement by the CONTRACTOR or by any Sub-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of CONTRACTOR in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby 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."

12. For every Sub-CONTRACTOR who will perform work on the project, CONTRACTOR shall be responsible for such Sub-CONTRACTOR's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and CONTRACTOR shall include in the written contract between it and each Sub-CONTRACTOR a copy of those statutory provisions and a requirement that each Sub-CONTRACTOR shall comply with those statutory provisions. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure Sub-CONTRACTOR's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Sub-CONTRACTOR and upon becoming

aware of the failure of the Sub-CONTRACTOR to pay his or her workers the specified prevailing rate of wages. CONTRACTOR shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (at CONTRACTOR's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent CONTRACTORs serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONTRACTOR, its Sub-CONTRACTORs, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of CONTRACTOR under this Section shall survive the termination of the Agreement.

[END OF EXHIBIT "C"]

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 22-92 APPROVING MONTEBELLO BUS LINES' 2022 TITLE VI PROGRAM INCLUDING THE LANGUAGE ASSISTANCE PLAN AND PUBLIC PARTICIPATION PLAN, THE DISPARATE IMPACT POLICY AND DISPROPORTIONATE BURDEN POLICY, AND THE TRANSIT SERVICE MONITORING RESULTS**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 22-92 approving Montebello Bus Lines' 2022 Title VI Program, including the Language Assistance Plan and the Public Participation Plan; and
2. Approve the Disparate Impact Policy and Disproportionate Burden Policy, as defined within the 2022 Title VI Program; and
3. Approve the Transit Service Monitoring Results, included within the 2022 Title VI Program; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is fiscal impact related to the recommended action. The City of Montebello operates Montebello Bus Lines (MBL) to provide fixed route transportation services to the City and surrounding communities. As a recipient of local, state, and federal funding, the City is required to comply with state and federal regulations. Approving MBL's 2022 Title VI Program will ensure compliance with the Federal Transit Administration (FTA) and the U.S. Department of Transportation (DOT) mandated requirements, and enable

the City to continue receiving federal financial assistance.

BACKGROUND/DISCUSSION:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. As an eligible recipient of FTA funding, the City is required to comply with the DOT Title VI Program, which demonstrates that no transit program or service provided by the City creates discrimination toward any demographic of the population served by that program or service. The Title VI Program is required to be updated every three years and submitted to the FTA for review and approval. The City's current Title VI Program was adopted in April 2020.

ENVIRONMENTAL:

N/A

ANALYSIS:

Staff prepared a new Title VI Program (see Attachment A), in accordance with FTA Circular 4702.1B, dated October 1, 2012. The Title VI Program provides the City's commitment to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin. Specifically, the Title VI Program requires the following:

- Title VI Notice to the Public
- Title VI Complaint Procedures
- Title VI Complaint Form
- List of Title VI investigations, complaints, and lawsuits
- Public Participation Plan
- Language Assistance Plan
- Table of membership of non-elected committees and councils
- Sub-recipient monitoring
- Equity analysis if the recipient has constructed any new facilities
- Copy of meeting minutes and resolution of approval of Title VI Program

Additionally, transit operators that run fifty (50) or more fixed route vehicles in peak service have additional requirements. These requirements include the following:

- Service Standards
    - Vehicle Load
    - Vehicle Headway
    - On-Time Performance
    - Service Availability
- Service Policies
    - Transit Assignments

    - Vehicle Assignments
- Demographic and service profile maps and charts
- Demographic ridership and travel patterns, collected by surveys
- Results of monitoring program results, including governing entity approval
- Description of engagement processes for major service change, disparate impact, and disproportionate burden policies
- Results of service or fare equity analyses conducted since the last Title VI submission.

SUMMARY:

Staff recommends that City Council adopt Resolution No. 22-92 (see Attachment B), approving the Title VI Program (see Attachment A), including the Language Assistance Plan and Public Participation Plan; the Disparate Impact Policy and Disproportionate Burden Policy; the Transit Service Monitoring Results; and direct staff to take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Title VI Program
2. Attachment B - Resolution No. 22-92

NEXT STEPS:

N/A

TITLE VI PROGRAM

NOVEMBER 2022

Montebello
BUS LINES

400 S. Taylor Ave., Montebello, CA 90640

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Appendix A: Title VI Notice of Civil Rights, Title VI Complaint Process and Forms

Appendix B: Language Assistance Plan

Appendix C: Public Participation Plan

Appendix D: Resolution of Approval by Governing Board, Sample Certifications and Assurances

1. Montebello Bus Lines Overview

A. Purpose and Applicability

The Federal Transit Administration (FTA) within the U.S. Department of Transportation requires that federally funded transit agencies submit a triennial program to ensure compliance with Title VI of the Civil Rights Act of 1964. Title VI regulations were set forth to assure equal access to transit services regardless of race, ethnicity, gender, or income. To demonstrate compliance with these provisions, Montebello Bus Lines (MBL) is submitting this Program in accordance with Title 49 CFR Section 21.9(b) and FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," and Presidential Executive Order 13166—Improving Access to Services for Persons with Limited English Proficiency (LEP).

Title VI requirements apply to all MBL programs, the Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal funds. Simply stated, MBL is to ensure that none of its activities or programs treat any part of a community any differently than another.

B. Policy and Objectives

MBL wholeheartedly adopts Title VI requirements into its programs, activities and services. MBL is committed to achieving full compliance and expects every manager, supervisor, employee, and subrecipient of federal-aid funds (if applicable) administered by MBL to be aware of and apply the intent of Title VI and related nondiscrimination statutes in performing assigned duties. MBL and its personnel are firmly committed to its Title VI Program objectives, which are designed to:

- Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

This Program was prepared through an agency-wide effort to ensure that the level and quality of MBL's services are provided in a non-discriminatory, safe, reliable and equitable manner. MBL ensures that full and fair participation is offered to all those that reside, work, travel and participate in MBL's programs and services. To demonstrate MBL's commitment to Title VI of the Civil Rights Act of 1964 and related statutes, this policy has been formally adopted and signed by MBL's highest ranking officer.

_____ _____

City Manager Date

C. Background of the City

The City of Montebello is located nine miles east of downtown Los Angeles. The City is surrounded by the cities of Monterey Park and Rosemead to the north, City of Commerce to the south, Los Angeles and East Los Angeles to the west, and the City of Pico Rivera to the east. The City covers an area of 8.33 square miles. The 2020 Decennial Census reports a population of 62,640 which gives the City a population density of 7,519 persons per square mile. The City is primarily Hispanic accounting for 79% of the population; followed by Asian who account for 13.4% of the population; and White Non-Hispanic accounting for 6.6% of the population.

D. Background of Montebello Bus Lines

Transportation service began in the City of Montebello in 1910 with one motorized coach. The City of Montebello was predominantly an agricultural community; however, World War I and the discovery of oil in the Montebello Hills quickly changed the community. By 1917, there were four private companies competing for passengers among the influx of workers drawn to the area.

In 1922, two years after the incorporation of the City of Montebello, the City officially began a municipal bus service. Six years later, the City sold the operation to Motor Transit Company, a division of the Southern Pacific Railroad. The Motor Transit Company later became Pacific Electric; operators of the famed "red cars". In 1931, the City established Montebello Bus Lines (MBL) with the acquisition of a bus terminal on Greenwood Avenue and the purchase of the lines from Pacific Electric.

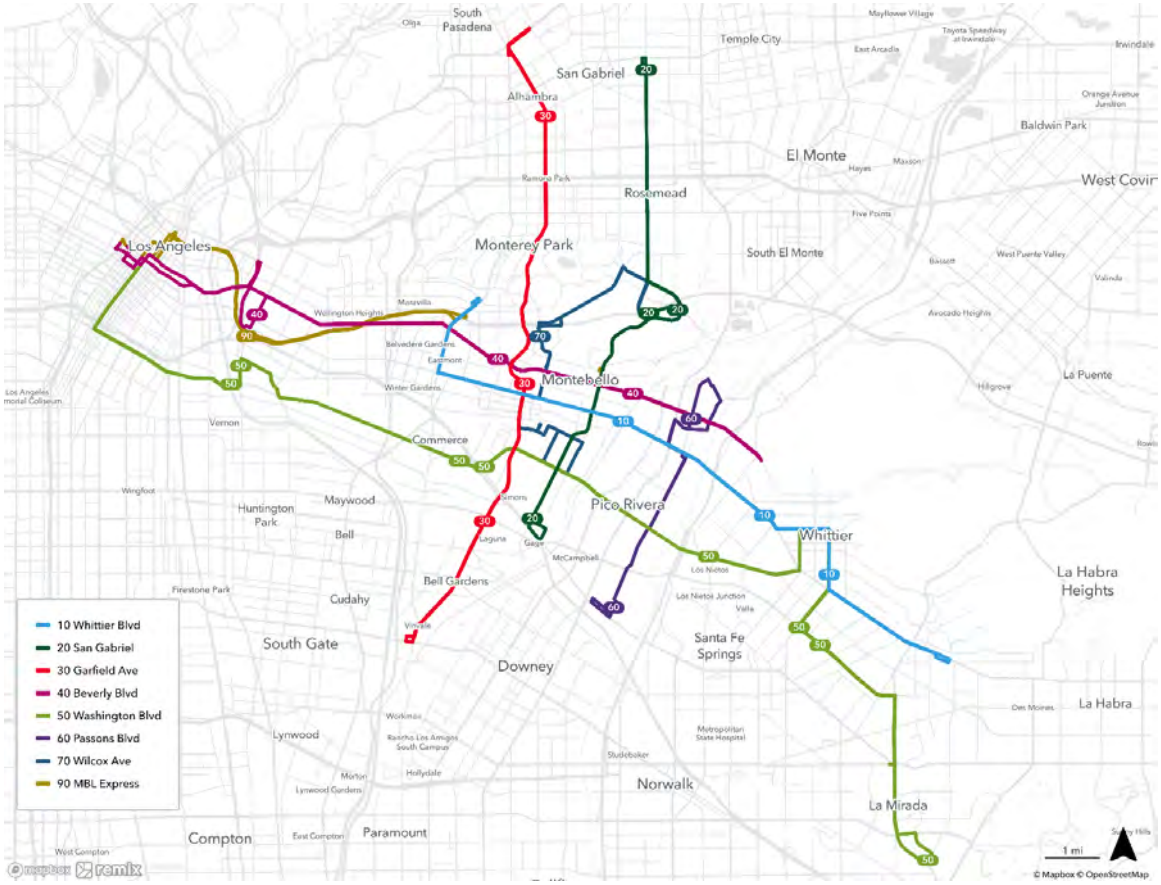
Currently, MBL serves millions of passengers a year throughout the communities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon and Whittier. Within this area, MBL provides connecting service to high demand rail stations such as the Montebello / Commerce Metrolink station, Metro Blue Line, Metro Red Line and four stations along the newly constructed Metro Gold Line; as well as connects with multiple transit providers in the heavily congested Downtown Los Angeles area. Montebello Bus Lines provides important regional connections within the eastern region of Los Angeles County.

Moreover, during its peak period, MBL operates seventy-six (76) revenue transit vehicles that provide service throughout several urbanized areas in Los Angeles County (number not inclusive of contingency vehicles). MBL also maintains and services 789 bus stops.

E. Current Service Provided

Montebello Bus Lines currently 8 fixed route transit lines within the eastern portion of Los Angeles County. The image below is of the System Map. The table below is a breakdown of the transit routes by service days. Routes 10 through 40 operate Monday through Sunday. Route 50 operates Monday through Saturday and Routes 70 and 90 operate weekdays only. In addition to bus service, MBL also provides a demand-response taxi service for elderly and disabled residents 24 hours per day, seven days a week through taxi contractors and demand response service from the Montebello Metrolink Station using a subcontractor (operating funds).

System Map



Service Days by Line

Line	Description	Service Days		
		Weekday	Saturday	Sunday
10	Service from East Los Angeles College, Monterey Park to Whittwood Mall, Whittier	x	x	x
20	Service from San Gabriel Blvd., Rosemead to Telegraph Road, Montebello	x	x	x
30	Service from South Gate to San Marino via Garfield Avenue	x	x	x
40	Service from City of Whittier to Downtown Los Angeles	x	x	x
50	Service from La Mirada to Downtown Los Angeles via Washington Blvd	x	x	
60	Service from San Gabriel River Parkway to Telegraph Road in Pico Rivera	x		
70	Metrolink Station, Montebello to Montebello Town Center	x		
90	Express Service to Downtown Los Angeles from Norwalk Blvd, Whittier	x		

2. General Requirements

The City of Montebello adheres to the Title VI regulations (49 CFR part 21) and ensures that the public is well advised of MBL's Title VI Policy and Complaint Procedure in this regard. This Program shall clarify roles, responsibilities, and procedures to ensure compliance with Title VI and related nondiscrimination statutes. This Program was prepared in accordance with:

- Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (Public Law 200-209)
- 49 CFR Part 21 (Transportation)
- FTA C 4702.1B Circular
- DOT Guidance of 2001: To Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries and Executive Order 13166 of August 11, 2000
- Executive Order 12898 of February 1994: Environmental Justice Executive Order

A. Title VI – Notice of Civil Rights

The MBL Title VI Notice of Rights is included on MBL's website, MBL's Transit Customer Service Office, bulletin boards near City Council Chambers, and displayed on interior bus cards (Appendix A). MBL's Title VI Notice of Civil Rights states the following:

Notice of Civil Rights

Montebello Bus Lines (MBL) operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. In addition to Title VI, MBL also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation. Any person who believes they have been aggrieved by any discriminatory practice may file a signed written complaint with Montebello Bus Lines within 180 days of the alleged discrimination by sending a letter to MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. For more information on MBL's civil rights program, and the procedures to file a complaint; you may call us at (323) 558-1625 or visit www.ridembl.com.

B. Dissemination of Title VI Notices to the Public

MBL acknowledges the need to notify the public on their civil rights under Title VI requirements for all its services, projects and activities. MBL has prepared a *Title VI Complaint Process and Forms* that details the Title VI Notice of Rights afforded under the Civil Rights Act of 1964. The brochure contains:

- A statement that the MBL operates its programs and services without regard to race, color or national origin.
- A description of the procedures that the public should follow in order to request additional information on MBL's nondiscrimination obligations.

- A description of the procedures that the public should follow in order to file a discrimination complaint, as well as the role of the Department of Justice who coordinates the enforcement of Title VI.

MBL has included a copy of the brochure as attachments to this program (APPENDIX A). MBL will use various methods to disseminate the Title VI Public Notice and brochure regarding the public's rights and obligations. The Title VI Public Notice and brochure will be disseminated in English, Spanish, Korean, Vietnamese, Chinese, and Tagalog:

- On the MBL's website at: https://www.montebelloca.gov/departments/transit/civil_rights/title_vi_compliance
- At the MBL Transit Customer Service office
- At minority and low-income organization offices
- At public and project meetings on subjects related to the MBL
- At transit stations
- On transit vehicles interior bus cards

C. Title VI Complaint Process and Procedures

Any person who believes that they have been subjected to discrimination on the basis of race, color, or national origin may file a Title VI complaint with MBL. MBL employs a zero tolerance policy relative to alleged acts of discrimination and posts the process for filing a complaint on the Department of Transportation website. The Title VI Complaint Form may be printed from the www.rideMBL.com website or may also be requested from MBL Customer Service who can be reached at (323) 558-1625. The Title VI Complaint Form is also available for pickup at the Department of Transportation, 400 S. Taylor Avenue, Montebello. The completed signed form must be returned to Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Complaints must be filed within one hundred and eighty (180) days of the date of the alleged discrimination and should include the following information:

1. Complainant's name, address, and contact information (i.e., telephone number, email address, etc.)
2. Description of how, when, where, and why complainant believes the discrimination occurred. In addition, the location, names, and contact information of any witnesses should also be included.

All complaints alleging discrimination based on race, color or national origin relative to a service or benefit provided by MBL will be recorded. MBL staff will forward the Title VI complaint to the Director of Transportation and will provide appropriate assistance to complainant(s), including those persons with disabilities, or who are limited in their ability to communicate in English. MBL will make every effort to resolve such complaints in a quick and expeditious manner. In instances where additional information is needed for assessment or investigation of the complaint, MBL will contact the complainant within 15 working days. Failure of the complainant(s) to provide the requested information within the specified timeframe may result in the administrative closure of the complaint.

MBL will investigate the complaint and prepare a response subject to review by MBL's Director

of Transportation. If appropriate, MBL may administratively close the complaint and advise the complainant(s) of his / her right to file a complaint externally. The complainant(s) will also be advised of his / her right to appeal the response to Federal and State authorities as appropriate. MBL will employ every effort to respond to a Title VI complaint within sixty (60) working days of its receipt of such a complaint, unless a complaint is filed with MBL and an external entity simultaneously as noted previously.

MBL will send a final written response to the complainant(s) and advise the complainant(s) of his or her right to file a complaint externally. MBL will make every effort to respond to Title VI complaints within sixty (60) working days of its receipt of such complaints.

In addition to the MBL Title VI Complaint Process, a complainant may file a Title VI complaint directly with the U.S. Department of Transportation:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team East Building,
5th Floor – TCR 1200
New Jersey Avenue, SE Washington, DC 20590

D. Language Assistance Plan

Individuals who have a limited ability to read, write, speak, or understand English are limited English proficient, or ‘‘LEP.” Consistent with MBL’S Language Assistance Plan reasonable efforts will be made to engage LEP populations utilizing techniques such as the development of public notices in appropriate non-English languages that will provide contact information where individuals can be informed of the affected project or services to provide input or comments. MBL will utilize the U.S. Census American Community Survey Data to identify LEP groups through guidance from Title VI Circular 4702.1B.

MBL’s Language Assistance Plan is provided as Appendix B.

E. Public Participation Plan

MBL acknowledges public involvement is fundamental and essential in achieving equitable program, services and activities. In accordance with the current guidelines relative to Title VI, MBL has prepared a Public Participation Plan which describes proactive public outreach strategies and procedures to promote and monitor public involvement of all persons, including, but not limited to, minority individuals, persons with Limited English Proficiency (LEP), low-income populations, employees, the general public, public transit users and other interested parties in communities affected by MBL programs and services in transit planning/decision-making activities. MBL seeks out and considers the viewpoints of all communities in the course of conducting public outreach and involvement activities.

MBL’s Public Participation Plan is provided as Appendix C.

F. Racial Breakdown of Non-Elected Councils

MBL does not have a dedicated Transportation Citizen Advisory Committee comprised of non-elected officials but is in the process of forming one. Due to the Covid-19 Pandemic, efforts to create such committee were paused. Currently, a MBL Citizen Advisory has been posted to MBL's website informing the public of these efforts and requesting participation. We anticipate moving forward with the creation of such committee as we continue to recover from the effects of the pandemic.

MBL has several commissions and committees that discuss transit matters, including the Traffic and Safety Commission, the Planning Commission, and the Civil Service Commission, Culture and Recreation Commission, Youth Commission and Investment Committee, all of which are comprised on non-elected officials.

Currently, the racial breakdown of the Commissions are as follows:

Racial Breakdown of Non-Elected Commissions								
Commission	Gender	White	African American	Hispanic/Latino	Asian	Pacific Islander	Alaskan/Native American	Other
Fiscal Accountability and Investment Committee								
	F			x				
	F			x				
	F			x				
	F			x				
	M			x				
	Vacant							
	Vacant							
Parks and Recreation Commission								
	M			x				
	M			x				
	M			x				
	F			x				
	F			x				
Personnel Advisory Commission								
	F			x				
	M				x			
	M			x				
	F			x				
	M			x				
Planning Commission								
	F			x				
	M	x						
	M			x				
	F			x				
	Vacant							

Youth and Education Commission								
	F			x				
	M			x				
	F			x				
	F			x				
	M			x				
Traffic Committee								
	M	x						
	M			x				
	F			x				
	M			x				
	M			x				
	M	x						

City of Montebello commissions consist of five members, the majority of whom are minorities (20 of the 25 members or 84%). The highest three minority representation groups are Hispanic/Latino, White Non-Hispanic and Asian, with Hispanic/Latino representing the highest minority representation. The minority representation aligns with MBL's demographic data which states that Hispanic/Latino, White Non-Hispanic, and Asian are the largest percentages of MBL's minority population. The gender representation within the commissions is fairly equal, with 52% of filled seats being female and the other 48% being male. Commission vacancies are advertised in LEP languages to allow for inclusivity of LEP communities.

G. Sub-Recipient Monitoring

MBL does not currently have any sub-recipients. However, if the situation were to change in the future, any sub-recipient would be held to the same standard as the MBL relative to Title VI regulations (49 CFR part 21).

H. Determination of Site Location of Facilities

To ensure compliance with 49 CFR Section 21.9, MBL is required to conduct a Title VI equity analysis for new locations or facilities in order to ensure that locations are selected without regard to race, color, or national origin. Since the last program submission, MBL has not approved construction of a transit facility.

I. Certifications and Assurance

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT's Title VI regulations. MBL fulfills this when it submits its annual certifications and assurances to FTA. MBL will utilize FTA's website for the text of FTA's annual certifications and assurances. A copy of MBL's signed Annual FTA Certifications and Assurances has been included as Appendix D of this program.

J. Construction Impact Analysis

MBL has not constructed any new facilities (vehicle storage, maintenance, operation center, etc.…) within the last reporting period. MBL does not currently have any ongoing construction projects that impact transit operations or services.

K. Information Dissemination

City staff disseminates information in advance of public meetings to allow for agendas to be prepared and made available for public review in community libraries and at Montebello City Hall. Public notices regarding public hearings are advertised in English, Spanish and Chinese newspapers, as well as posted at public facilities. Pamphlets are available on all buses, at Montebello City Hall, libraries and at several large retail centers (e.g., The Shops at Montebello). Outreach is also conducted with community groups at senior citizen centers, senior housing complexes, local school districts and other community venues; and notices are distributed to MBL patrons.

3. Requirements for Fixed Route Transit Operators (50+ Vehicles at Peak Service)

A. Systemwide Service Standards and Policies

In accordance with FTA obligations, the MBL Title VI Program reports on a variety of information and analyses to demonstrate compliance with the Title VI requirements as contained in the Civil Rights Act of 1964; and with other regulations governing the topic. Based upon FTA Circular 4702.1, the following information provides documentation demonstrating that MBL has followed Title VI and is indicative of MBL‘s commitment to providing high-quality transportation services to all the communities within the MBL service area.

1. Service Overview

As previously stated, MBL provides public transportation services within the City of Montebello and the surrounding communities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon and Whittier. MBL operates eight fixed-route services; all lines operate Monday through Friday as a basic service pattern. Lines 10, 20, 30, 40, and 50 provide service on Saturdays and Lines 10, 20, 30, and 40 also operate on Sundays.

MBL operates a fleet of seventy-eight buses, inclusive of a contingency reserve fleet of twelve buses, compromised of seven contingency diesel-powered busses, fifty-one hybrid / gasoline,

three hybrid / gasoline converted to electric and twenty-seven CNG buses. The older diesel bus will be phased out of operation in accordance with the MBL fleet replacement program / schedule to comply with the state’s Air Quality Management District requirements. The entire fleet is equipped with wheelchair lifts, kneeling devices, radios, air conditioners, bike racks, security

cameras and other standard operating equipment. APPENDIX G provides an inventory of the MBL fleet.

In addition to the fixed-route service, MBL provides demand response Dial-A-Taxi services for the elderly and disabled. Dial-A-Taxi services are available twenty-four hours a day, seven days a week, including holidays. MBL also participates in the mandated para-transit transportation program for Los Angeles County provided by ACCESS Services, a local public entity established to meet the Americans with Disabilities Act.

2. Vehicle Load

MBL's fixed-route service utilizes standard coaches that are thirty-five (35) and forty (40) foot long, with seating capacity for twenty-nine and thirty-eight to thirty-nine passengers respectively; standing load capacity is thirty-nine and fifty-two to fifty-three respectively, with two wheelchair tie-down positions on each vehicle. A breakdown of MBL's current fixed-route vehicles is captured below:

MBL Fixed Route Fleet						
Year	Make	Model	Seats	Length	Fuel Type	Total Owned
2008	New Flyer	Low Floor	38	40'	Hybrid Gas / Electric	14
2009	New Flyer	Low Floor	38	40'	Gas	8
2010	New Flyer	Low Floor	29	35'	Gas	15
2010	New Flyer	Low Floor	38	40'	CNG	1
2011	New Flyer	Low Floor	38	40'	CNG	7
2013	New Flyer	Low Floor	38	40'	CNG	8
2016	New Flyer	Low Floor	38	40'	CNG	7
2018	New Flyer	Low Floor	38	40'	CNG	5
2020	New Flyer	Low Floor	38	40'	CNG	1
2021	New Flyer	Low Floor	38	40'	CNG	9
					Total:	75

To ensure that routes do not become overcrowded, upgraded frequencies are provided when the average route load exceeds the standard. The vehicle load standard for Major Local service is 125% peak/100% off peak, Minor Local Service and Express Service is 100% all day.

Vehicle load factors are regularly monitored through MBL's collection by an AVL (Automatic Vehicle Location) company and submitted into MBL's Remix software that captures and analyzes our daily ridership data. MBL will conduct additional surveys if comments or complaints are received relative to overcrowding on a given route.

3. Vehicle Headway

Market demand, performance standards, and availability of resources generally determine MBL's line-by-line headways. MBL has a very ambitious program to assess line-by-line load factors in order to determine whether higher frequencies are needed to meet the market demand.

Currently, MBL has three service categories including, major local, minor local, and peak express. These categories are detailed as follows:

1. Major Local Service (Lines 10, 20, & 40) – These lines run at high frequencies and cover a long service day, with service provided late into the evening and on weekends. They serve major travel corridors with intensive demand: Beverly Boulevard, Whittier Boulevard, and Montebello Boulevard. The frequent service permits easy transferring between routes. **Headway standards for Major Local Service, 15-30' peak, 60' weekday off- peak, weekends, and holidays.**

2. Minor Local Service (Lines 30, 50, 60, & 70) – These lines generally run at lower frequencies than the major lines. This service provides access to major trip generators and serves corridors with less transit-supportive land use, compared to major local service corridors. **Headway standards for Minor Local Service, 30-45' peak, 60' weekday off-peak, weekends, and holidays.**

3. Peak Express Service (Line 90) – This line provides weekday peak-hour express service from major activity centers and transit hubs in Montebello to downtown Los Angeles. The express service provides higher speed and limited stop service. **MBL's headway standards for Express Service is 30' peak.**

4. On-Time Performance

MBL has developed performance standards it relies upon to ensure that all patrons receive service that complies with MBL's on-time performance standards. On-time performance standards are 80% on-time at time points, which is defined as 0-5 minutes from scheduled departure time. This applies to MBL's major local, minor local and express service routes.

Additionally, MBL has an additional performance standard of .5% regarding buses leaving early, which is defined as instances in which buses were identified as leaving prior to the scheduled departure time. This is of particular concern to MBL as patrons who arrive by the scheduled departure time should be guaranteed their ride.

5. Service Availability (Transit Access)

One of MBL's primary service standards is to work diligently to distribute routes such that the majority of all residents within MBL's service area are within a one-quarter mile walk of bus service. To achieve this MBL provides its patrons access to a bus stop or station that falls within a one-quarter mile walk, to allow for accessible transportation to all patrons.

Additionally, MBL also considers the density of MBL services areas when considering placement and distance between bus stops and stations, as the percentage of the total population within a one-quarter mile walk of routes might be higher in more densely populated areas than it would be in less densely populated areas.

MBL has identified that MBL service areas with the greatest population densities primarily fall within minority and low-income tracts. In consideration of this, MBL's standards include a goal of implementing service access (for bus stop/stations) that is a shorter distance in minority and low-income tracts (more populated areas) than it would be in non-minority and non-low-income (less densely populated) areas, to ensure that there is no disparate impact or disproportionate burdens for our minority or low-income patrons.

MBL has made every effort to provide access to all public transit users and shares this practice with the regional provider, Los Angeles County Metropolitan Transportation Authority (Metro), who also ensures that there is an equal distribution of transit services throughout the region. In many areas, Metro, provides service within a city block of MBL, as well as duplicates service on some routes.

B. Service Policies

MBL has adopted system-wide service policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. MBL's service policies differ from service standards in that they are not necessarily based on a quantitative threshold. MBL's service policies are categorized into four primary areas:

- Transit Amenities (Distribution of)
- Vehicle Assignment
- Disparate Impact
- Disproportionate Burden

1. Transit Amenities

Transit amenities refer to items of comfort, convenience, and safety that are available to MBL's general riding public. MBL has set a service policy to ensure equitable distribution of transit amenities across the system for all patrons.

MBL is housed in its own federally funded facility at 400 South Taylor Avenue, Montebello CA 90640. The facility serves as MBL's headquarters, bus division/yard and maintenance facility. The location is perfectly situated in the center of MBL's service area and provides optimal access to manage its transit services; as such, the facility location does not result in a disparate impact.

It is MBL's policy ensure equitable distribution of transit amenities across MBL's system where they have the decision-making authority and are within their jurisdiction to do so. MBL currently services 862 bus stops and MBL has decision-making authority over 143 bus stops within MBL's jurisdiction (The City of Montebello). Of those 143 bus stops, 42 of these stops include shelters and the majority of the stops have poles, trash cans, benches and solar lighting systems for safety and convenience.

As a service policy, MBL has set the following standards to provide the stated amenities based on MBL line type:

Service Policy (All lines)		Service Policy (Major Lines)	
Benches	55%	Benches	65%
Trash Cans	55%	Trash Cans	65%
Poles	55%	Poles	65%
Shelters	25%	Shelters	35%

MBL lines 10, 20 and 40 (Major Service Lines) have displayed higher ridership from MBL's minority and low-income populations and the patrons who frequent these lines more heavily rely on this transportation for necessary rides such as (jobs and school), therefore service amenity standards in these areas have been raised to accordingly provide equal access.

Additionally, all bus stops within the City meet the requirements set forth in the Americans with Disabilities Act relative to the clearance dimensions for the location of the bus stop amenities. In addition, MBL is committed to providing its patrons with clean and safe waiting areas. As such, MBL contracts out all maintenance and custodial services of the bus stops to ensure that the bus stops are clean and safe for its patrons in all communities served.

2. Vehicle Assignment

Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout MBL's system. MBL's service policies for vehicle assignment are based on several factors, including but not limited to the age, size, and type of the vehicle.

As a general service policy MBL aims to assign vehicles with more capacity to routes with higher ridership and/or during peak periods, this includes assigning higher capacity vehicles to MBL's Major Local Service and Express Services lines. Additionally, MBL works to ensure that the age of vehicles assigned to minority and low-income lines does not exceed the system-wide average.

3. Disparate Impact Policy

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service or fare change are borne disproportionately by minority populations. For the purpose of this policy, a minority population is defined as any readily identifiable group of minority persons who live in geographical proximity, and if circumstances warrant, geographically dispersed/transient populations (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy, or activity.

MBL defines a "disparate impact" as occurring when an adverse effect of a major service or fare change on minority populations is at least 20 percent greater than the adverse effect on non-minority populations. In order to identify a potential impact, MBL will follow the process within the flow chart illustrated in Attachment A.

To that end, if a proposed major service change would result in a disparate impact, MBL will consider modifying the proposed change to avoid, minimize, or mitigate the disparate impact of the change. If MBL finds potential disparate impacts and then modifies the proposed changes in

order to avoid, minimize, or mitigate potential disparate impacts, MBL will reanalyze the proposed changes in order to determine whether the modifications actually removed the potential disparate impacts of the changes. If MBL chooses not to alter the proposed changes, MBL may implement the service or fare change if there is substantial legitimate justification for the change and MBL can show that there are no alternatives that would have less impact on the minority population and would still accomplish program goals.

4. Disproportionate Burden Policy

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service or fare change are borne disproportionately by low-income populations.

Low-income population is defined as any readily identifiable group or households who are at or below 150 percent of the U.S. Department of Health and Human Services Poverty Guidelines in Table 6 below.

2022 Poverty Guidelines for the 48 Contiguous States and the District of Columbia

Persons in Family/Households	Poverty Guideline
1	$13,590
2	$18,310
3	$23,030
4	$27,750
5	$32,470
6	$37,190
7	$41,910
8	$46,630
Add $4,720 per person above eight in a household	

Source: U.S. Office of the Assistant Secretary for Planning and Evaluation, HHS Poverty Guidelines for 2022

MBL defines a “disproportionate burden” as occurring when the low-income population adversely affected by a major service or fare change is 20 percent more than the average low-income population of MBL’s service area. Similar to the approach in identifying a potential disparate impact, should a proposed major service or fare change result in a disproportionate burden, MBL will consider modifying the proposed change to avoid, minimize, or mitigate the disproportionate burden of the change. If MBL finds potential disproportionate burdens and then modifies the proposed changes in order to avoid, minimize, or mitigate potential disproportionate burdens, MBL will reanalyze the proposed changes in order to determine whether the modifications actually removed the potential disproportionate burdens of the changes.

If MBL chooses not to alter the proposed changes, MBL may implement the service or fare change if there is substantial legitimate justification for the change and MBL can demonstrate that there are no alternatives that would have less impact on the low-income population and would still accomplish program goals.

C. Monitoring of Transit Service - Results

In accordance with Title VI regulations, MBL monitors the performance of the system relative to system-wide service standards and policies. The purpose of the service monitoring analysis aims to meet the following objectives:

✓ Confirm that performance on routes heavily used by minority and low-income populations is comparable or better than other routes
✓ Gather current service and patronage data to assist management and staff in evaluating current performance and planning future service.
✓ Conduct a detailed analysis of levels of service effectiveness, ridership, capacity issues, passenger loads, route performance, and schedule adherence by the route segment, time of day and day of week.
✓ Assess the level of unmet mobility needs within the MBL service area.
✓ Present the findings of intercept surveys conducted at major bus stops and a random telephone survey of area residents.
✓ Develop a series of recommendations for improvements to MBL's fixed-route bus network.
Although FTA Circular 4702.1B only requires that transit agencies evaluate the performance of minority routes; MBL also conducts this analysis for low-income routes as a best practice. MBL utilizes the Remix software to capture and perform a preliminary analysis of this data.

This information provides MBL with the necessary data to ensure that Systemwide Standards and Policies are met. Monitoring Analysis also captures passenger-boarding detail, which assists MBL with the determination and placement of transit amenities. Unmet MBL transit needs are identified through this exercise (Monitoring Analysis) as well as by field observations, customer complaints, and suggestions.

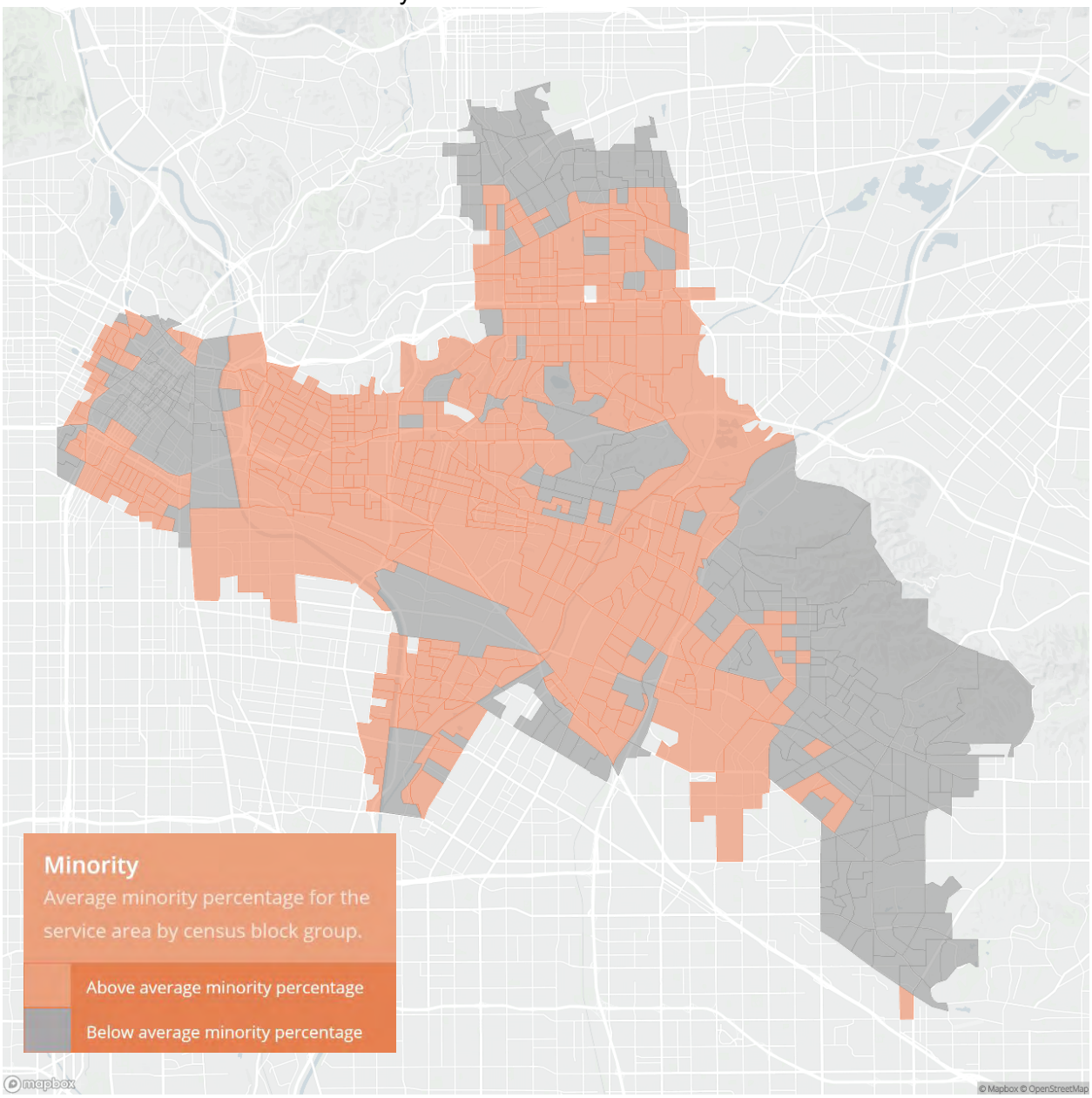
The Remix platform compares percentages of minority populations within census block groups against the systemwide minority average. The result is a map of all census block groups within the MBL Service Area. This map, along with the tabulated results, show what block groups are either above or below the average minority percentage. From our results, all bus routes that MBL operates meet the FTA's definition of a minority transit route, which is the following:

Minority transit route means a route that has at least 1/3 of its total revenue mileage in a Census block or block group, or traffic analysis zone(s) with a percentage of minority population that exceeds the percentage of minority population in the transit service area.

While all transit routes served by MBL are considered *minority transit routes*, in this analysis Line 90 will not be considered such since it utilizes the highway (CA SR-60) for a good portion of its service. This means service is usually rendered at the beginning and end of the trip. Both

aforementioned segments, starting and ending, have more non-minority census block groups than any other lines within the system.

The average minority percentage for MBL's Service Area (1/4mi from a fixed-route stop) is 89.3% as concluded by the Title VI analysis done on the Remix platform. From the findings, 227 block groups are deemed below average minority percentage, and the remaining 408 block groups are above the average minority percentage. A map of the census block groups with a key showing the aforementioned information may be found below:



Performance of minority and low-income classified routes were compared to the performance of nonminority and non-low-income classified routes. The differences in performance were evaluated to determine if a disparate impact or disproportionate burden exists for minority or low-income classified routes based on each of the following service standards:

- Vehicle Load
- Vehicle Headway
- On-Time Performance
- Service Availability

1. Vehicle Load

MBL has met the vehicle load standards within the 2019 to 2022 review period. **The vehicle load standard for Major Local service is 125% peak/100% off peak, Minor Local Service and Express Service is 100% all day.**

Vehicle load factors are regularly monitored through MBL's collection by an AVL (Automatic Vehicle Location) company and submitted into MBL's Remix software that captures and analyzes our daily ridership data. Through diligent monitoring, MBL is able to maintain its vehicle load at acceptable standards. The latest line-by-line analysis study includes vehicle load data collected from 2019 to 2022 and demonstrates that the average vehicle load percentages by line did not experience overcrowding that would warrant additional buses by line.

Vehicle Loads by Line					
		Average Daily Loads by Capacity			
Line	Description	Seating Capacity	Weekday	Saturday	Sunday
10	Service from East Los Angeles College, Monterey Park to Whittwood Mall, Whittier	38	61%	58%	52%
20	Service from San Gabriel Blvd., Rosemead to Telegraph Road, Montebello	38	40%	39%	34%
30	Service from South Gate to San Marino via Garfield Avenue	38	53%	46%	36%
40	Service from City of Whittier to Downtown Los Angeles	38	51%	47%	43%
50	Service from La Mirada to Downtown Los Angeles via Washington Blvd	38	61%	44%	
60	Service from San Gabriel River Parkway to Telegraph Road in Pico Rivera	29	14%		
70	Metrolink Station, Montebello to Montebello Town Center	29	16%		
90	Express Service to Downtown Los Angeles from Norwalk Blvd, Whittier	38	18%		

Although MBL's analysis did not identify instances of overcrowding, MBL will conduct additional surveys if comments or complaints are received relative to overcrowding on a given route.

2. Vehicle Headway

MBL's on-going monitoring efforts has confirmed that MBL is currently meeting MBL's Headway Standards on each of our major local, minor local, and peak express service categories as captured below:

1. Major Local Service (Lines 10, 20, & 40): **Headway standards for Major Local Service, 15-30' peak, 60' weekday off-peak, weekends, and holidays.**

2. Minor Local Service (Lines 30, 50, 60, & 70): **Headway standards for Minor Local Service, 30-45' peak, 60' weekday off-peak, weekends, and holidays.**

3. Peak Express Service (Line 90): **MBL's headway standards for Express Service is 30' peak.**

The table below identifies the peak frequencies by service day for each of the respective MBL routes.

Service Days and Operating Frequency by Line				
Line	Description	Peak Service Frequency (in minutes)		
		Weekday	Saturday	Sunday
10	Service from East Los Angeles College, Monterey Park to Whittwood Mall, Whittier	15	17	17
20	Service from San Gabriel Blvd., Rosemead to Telegraph Road, Montebello	45	45	45
30	Service from South Gate to San Marino via Garfield Avenue	35	35	35
40	Service from City of Whittier to Downtown Los Angeles	11	16	18
50	Service from La Mirada to Downtown Los Angeles via Washington Blvd	18	56	
60	Service from San Gabriel River Parkway to Telegraph Road in Pico Rivera	77		
70	Metrolink Station, Montebello to Montebello Town Center	45		
90	Express Service to Downtown Los Angeles from Norwalk Blvd, Whittier	95		

From this analysis, Line 20, 70, and 90 are currently not meeting service standards. This has been due to the nationwide bus operator shortage, as well as complications in operations from the Covid-19 Pandemic. Staff is aware of current issues and has begun a strong recruitment

campaign in order run more service effectively. Headways were increased initially to be able to provide reliable service. MBL expects to meet its service standards as it recovers from pandemic woes.

3. On-Time Performance

MBL routinely monitors on-time performance by performing on-going route/line time-checks by driver. MBL monitors each driver's on-time performance on an on-going basis and regularly meets with and performs trainings of drivers regarding procedures in response to these reviews. On-time performance is also a major factor evaluated in driver performance metrics. MBL performs an annual analysis of MBL driver on-time performance on average.

Additionally, MBL also preforms systemwide service monitoring by bus route on-time performance. Averages are taken by month to get a better understanding of schedule compliance and system health as whole. During the reporting period July 2019 – July 2022, MBL maintained an systemwide average of 75% overall. This falls short of the 80% on-time performance goal and policy of Montebello Bus Lines. This analysis does encompass the effects of the Covid-19 Pandemic and the effects thereafter such as but not including local health department mandates for quarantine and labor / Bus Operator shortages. Below is a breakdown of the systemwide averages by month, averages by month, and total systemwide average. The immediate effects of the pandemic can be seen by the 38% on-time performance on April 2020 when the local health board issues a Stay-at-Home order.

Summary of Systemwide On-Time Performance (by percentage)					
	2019	2020	2021	2022	Average by Month
Jan		73%	84%	72%	76%
Feb		72%	81%	70%	74%
Mar		76%	80%	69%	75%
Apr		38%	80%	69%	62%
May		75%	80%	66%	74%
Jun		82%	79%	69%	77%
Jul	75%	82%	80%	74%	79%
Aug	72%	83%	78%		78%
Sep	70%	83%	77%		77%
Oct	70%	83%	73%		75%
Nov	73%	83%	73%		76%
Dec	71%	83%	70%		75%
			Total Systemwide Average:		**75%**

A breakdown of On-Time Performance by bus line may be found below. This will help MBL identify any potential line-specific issue that may be present.

On-Time Performance by Bus Route (Calendar Year)						
Line 10 (Minority Route)						
Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	10 Whittier Blv	73%	5%	22%	0%	0%
2020	10 Whittier Blv	80%	5%	15%	0%	0%
2021	10 Whittier Blv	80%	6%	14%	0%	0%
2022	10 Whittier Blv	69%	15%	14%	2%	0%
Line 20 (Minority Route)						
Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	20 San Gabriel	83%	4%	12%	1%	0%
2020	20 San Gabriel	87%	4%	9%	0%	0%
2021	20 San Gabriel	80%	3%	16%	0%	0%
2022	20 San Gabriel	76%	6%	18%	0%	0%
Line 30 (Minority Route)						
Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	30 Garfield Ave	72%	8%	16%	4%	0%
2020	30 Garfield Ave	78%	5%	15%	2%	0%
2021	30 Garfield Ave	73%	4%	23%	0%	0%
2022	30 Garfield Ave	75%	12%	13%	1%	0%
Line 40 (Minority Route)						
Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	40 Beverly Blvd	70%	7%	21%	1%	0%
2020	40 Beverly Blvd	79%	9%	12%	1%	0%
2021	40 Beverly Blvd	79%	7%	14%	0%	0%
2022	40 Beverly Blvd	71%	15%	12%	2%	0%
Line 50 (Minority Route)						
Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	50 Washington B	69%	4%	27%	0%	0%
2020	50 Washington B	73%	4%	23%	1%	0%
2021	50 Washington B	71%	4%	25%	0%	0%
2022	50 Washington B	67%	7%	26%	0%	0%
Line 60 (Minority Route)						

Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	60 Passons Blvd	70%	4%	25%	0%	0%
2020	60 Passons Blvd	70%	4%	26%	0%	0%
2021	60 Passons Blvd	74%	2%	24%	0%	0%
2022	60 Passons Blvd	81%	8%	10%	0%	0%
Line 70 (Minority Route)						
Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	70 Wilcox Ave	77%	2%	21%	0%	0%
2020	70 Wilcox Ave	83%	2%	15%	0%	0%
2021	70 Wilcox Ave	79%	4%	18%	0%	0%
2022	70 Wilcox Ave	79%	3%	18%	0%	0%
Line 90 (Non-Minority Route)						
Year	Route	On-time Percent	Early Percent	Late Percent	Early Outlier Percent	Late Outlier Percent
2019	90 MBL Express	62%	3%	34%	1%	0%
2020	90 MBL Express	73%	7%	19%	1%	0%
2021	90 MBL Express	65%	4%	32%	0%	0%
2022	90 MBL Express	69%	6%	25%	0%	0%
Averages by Category:		**75%**	**6%**	**19%**	**1%**	**0%**

Based on the data in the Summary of Systemwide On-Time Performance table, MBL is currently falling slightly short of their 80% on-time performance standard. In review, the months of March, July September, October and December displayed more significant shortfalls in meeting on-time performance standards. MBL identified that these time periods overlapped with scheduled construction projects and street closures/detours which created a delay in typical route times.

MBL further analyzed the On-Time Performance to compare minority to non-minority routes. From the findings, as seen in the table above, minority route preformed at level or more efficiently than non-minority routes. This analysis ensures that minorities are receiving equal access to transit service in comparison to non-minority routes.

Based on the data in Table 9, MBL is currently not only meeting but exceeding the leaving early performance standard of .5% The average instances of buses leaving early was found to be .1%.

4. Service Availability (Transit Access)

MBL's analysis of current service monitoring has identified that MBL is currently meeting Service Standards of providing MBL patrons with access to fixed-route service within ¼ mile of MBL routes. Utilizing the Remix [transit planning] software, it has been determined that the average

spacing of our 789 bus stops is 1,349 feet apart, or exactly ¼ miles from each other. Below you may see the breakdown of distance of stops by line:

Bus Line Number	Average Distance Between Stops (in Miles)	Minority Route
10	0.21	Yes
20	0.22	Yes
30	0.20	Yes
40	0.22	Yes
50	0.25	Yes
60	0.21	Yes
70	0.28	Yes
90	1.04	No

As seen above, most routes meet or exceed the ¼ mile accessibility threshold. Line 70 is a circular route that runs mostly within City of Montebello proper and is meant to connect residents to key areas within the City, which is why the between stops is a bit more elevated (.03) miles than the accessibility standard of ¼ miles. Moving forward, MBL will explore the possibility of adding more stops to the route in efforts to bring down the overall average.

The biggest outlier is Line 90, which is the Downtown Express Bus connecting Montebello to the Downtown Los Angeles Area. The biggest reason for the average distance between stops being significantly higher in comparison to the rest of the bus stops would be since this bus utilizes California State Route 60 to get to its destinations.

D. Service Policy – Assessment Results

Level of Services on minority and low-income classified routes were compared to the level of service on nonminority and non-low-income classified routes based on MBL's service policies. The differences in service were evaluated to determine if a disparate impact or disproportionate burden exists for minority or low-income classified routes based on each of the following service policies:

- Transit Amenities (Distribution of)
- Vehicle Assignment
- Disparate Impact
- Disproportionate Burden

1. Transit Amenities (Distribution of)

MBL currently maintains and services 862 bus stops. One hundred fourteen of these stops include shelters and the majority of the stops have solar lighting systems for safety and convenience.

In review of the bus stop amenities provided within the review period (2019/2022) MBL has identified that it is meeting all of MBL's service standards in this area with the exception of falling slightly short of the standard for poles on major lines, see below:

Bus Stop Amenities (All lines: 143)			Bus Stop Amenities (Major Lines:100)		
Benches	89	62%	Benches	71	71%
Trash Cans	89	62%	Trash Cans	73	73%
Poles	100	70%	Poles	62	62%
Shelters	42	29%	Shelters	38	38%

MBL will continue to monitor this information and take these standards as well as the shortfall in poles into consideration in making future funding decisions regarding upgrades and access to amenities. During the last reporting period, MBL has initiated a Bus Shelter Capital Improvement Project that will not only fix any pole deficiencies, but will upgrade much of the shelters, poles, trash cans, and benches. This capital is expected to encroach into this reporting period as MBL finalizes assessments to prepare a work package.

Additionally, since the last Title VI Program update (2020) MBL has completed the following activities related to upgrading or improving access to bus stops and/or transit amenities:

- Continuous completion Capital Improvement Projects which included pavement resurfacing, sidewalk repairs, curb & gutter repairs, ADA ramps installation, pavement striping, etc.
- Implementation of continuous 5-year Street Pavement Moratorium, on newly resurfaced streets.
- Continuous Implementation of an annual Sidewalk Repair Program.
- Conducted various Traffic Studies and Stop Warrants as requested by the Traffic and Safety Commission.
- Implementation of newer advanced vehicle surveillance system.
- Completed Dispatch and vehicle radio replacement, to meet the new P25, Interagency Radio Communication Standard.
- Implementation of new scheduling software that can give vital transit equity data on demand.
- Bus Stop Improvement Project (by phases)

2. Vehicle Assignment

MBL coaches are assigned to each route based upon route-level capacity requirements. Higher seating capacity (38/39-seat) buses are assigned to the longest and highest volume lines with multiple peak-load points. The 29-seat buses are generally assigned to lines with lighter loads.

Aside from the length of the bus and the greater seating capacity of the larger buses, all vehicles are made by the same manufacturer and identical (including wheelchair lifts and air conditioning on all coaches), thereby providing the same amenities and accessibility features to all passengers in all serviced communities. Additionally, vehicles of the same lengths are routinely rotated to ensure that minority, low-income and densely populated areas are provided vehicles of a similar age and type.

MBL Service Fleet Vehicles								
Year Built	**Manufacturer**	**Model**	**Seats**	**Lengths**	**Fuel**	**Total Owned**	**Age**	**Assigned Route(s)**
2008	New Flyer	Low Floor	38	40'	Hybrid Gas/Electric	15	14	Major Local and Peak Express
2009	New Flyer	Low Floor	38	40'	Gas	16	13	Major Local and Peak Express
2009	New Flyer	Low Floor	29	35'	Gas	8	13	Minor Local Service
2011	New Flyer	Low Floor	38	40'	CNG	7	11	Major Local and Peak Express
2013	New Flyer	Low Floor	38	40'	CNG	8	9	Major Local and Peak Express
2016	New Flyer	Low Floor	38	40'	CNG	7	6	Major Local and Peak Express
2018	New Flyer	Low Floor	38	40'	CNG	5	4	Major Local and Peak Express
2020	New Flyer	Low Floor	38	40'	CNG	1	2	Major Local and Peak Express
2021	New Flyer	Low Floor	38	40'	CNG	9	1	Major Local and Peak Express
					Total	**76**		
Average Age of Busses (Total age of all buses divided by total owned): 8.1 Years								

3. Disparate Impact Policy

As no major service or fare changes occurred within the monitoring period MBL does not have disparate impact data available to analyze.

4. Disproportionate Burden Policy

As no major service or fare changes occurred within the monitoring period MBL does not have data to assess whether a major service or fare change would be disproportionately borne by low-income populations.

E. Collection and reporting of Demographic Data

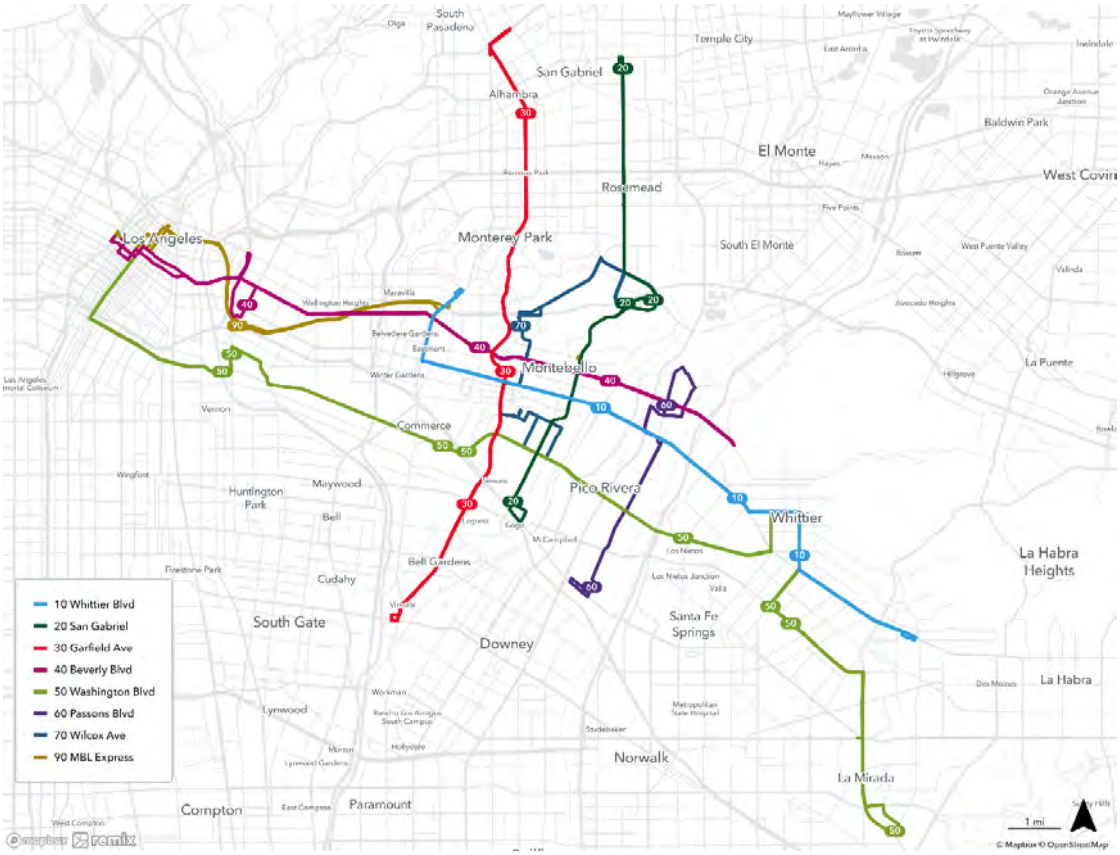
The reporting requirements of 49 CFR Section 21.9(b), requires transit providers that operate 50 or more fixed route vehicles in peak service and that are located in a UZA of 200,000 or more in population to provide Demographic and Service Profile Maps and Charts. Specifically, MBL is required to prepare the following maps and charts:

1. System Map
2. Population Density Map
3. Poverty Density Map
4. Minority Density Map/Racial Distribution Charts
5. Priority Populations Map
6. Ridership Demographics and Travel Patterns

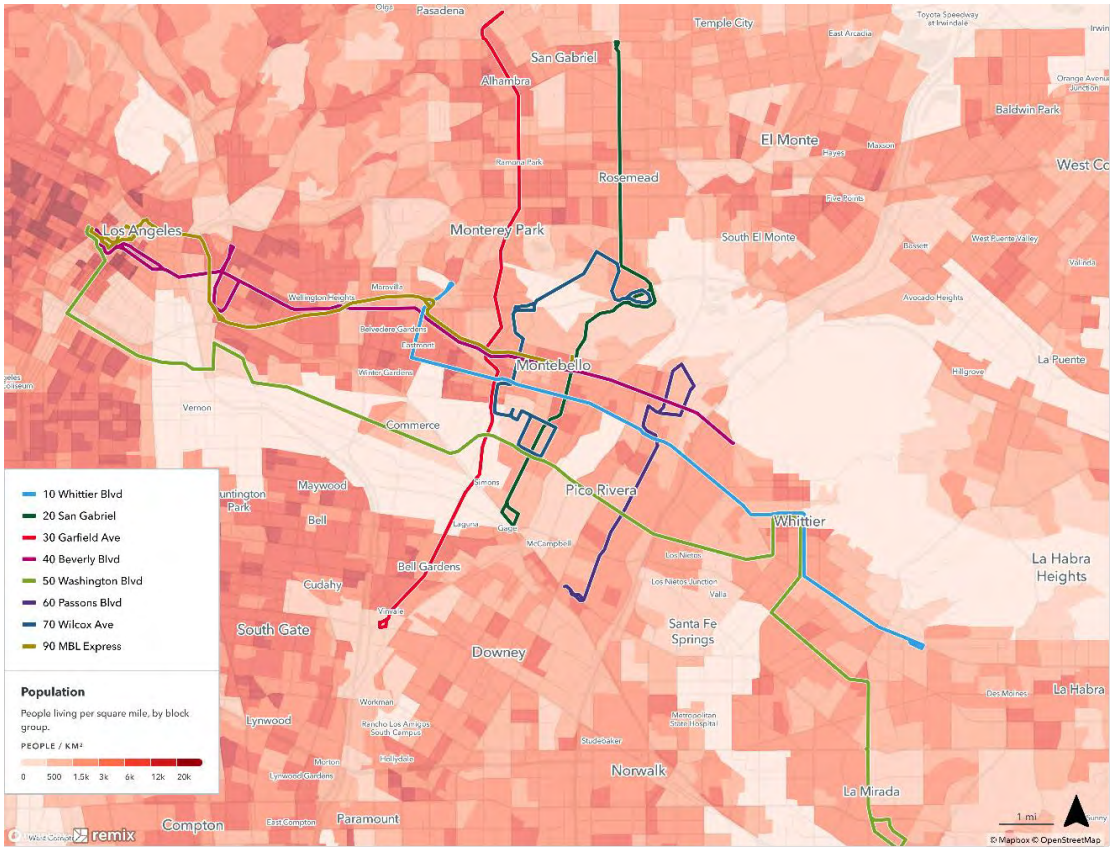
This data was generated by Remix transit planning software using data from the 2020 American Community Survey.

MBL has provided a base map of MBL's transit service area below.

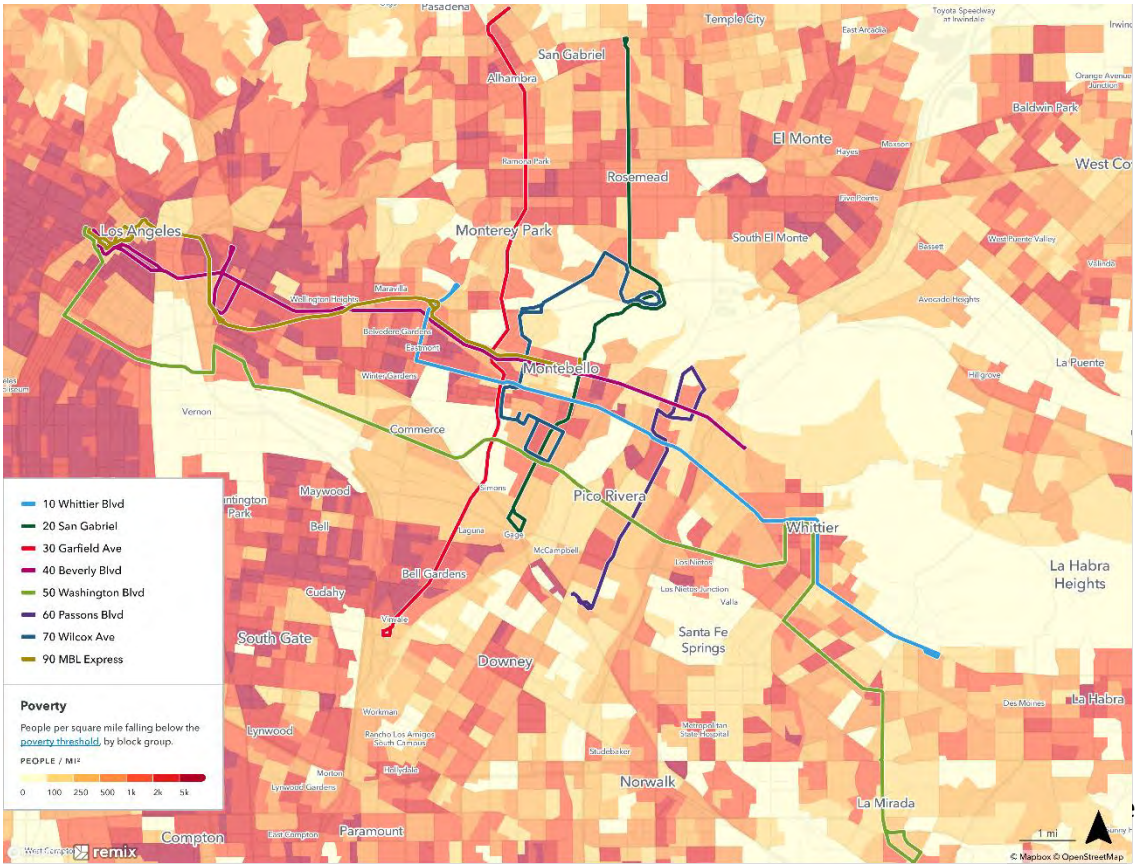
System Map



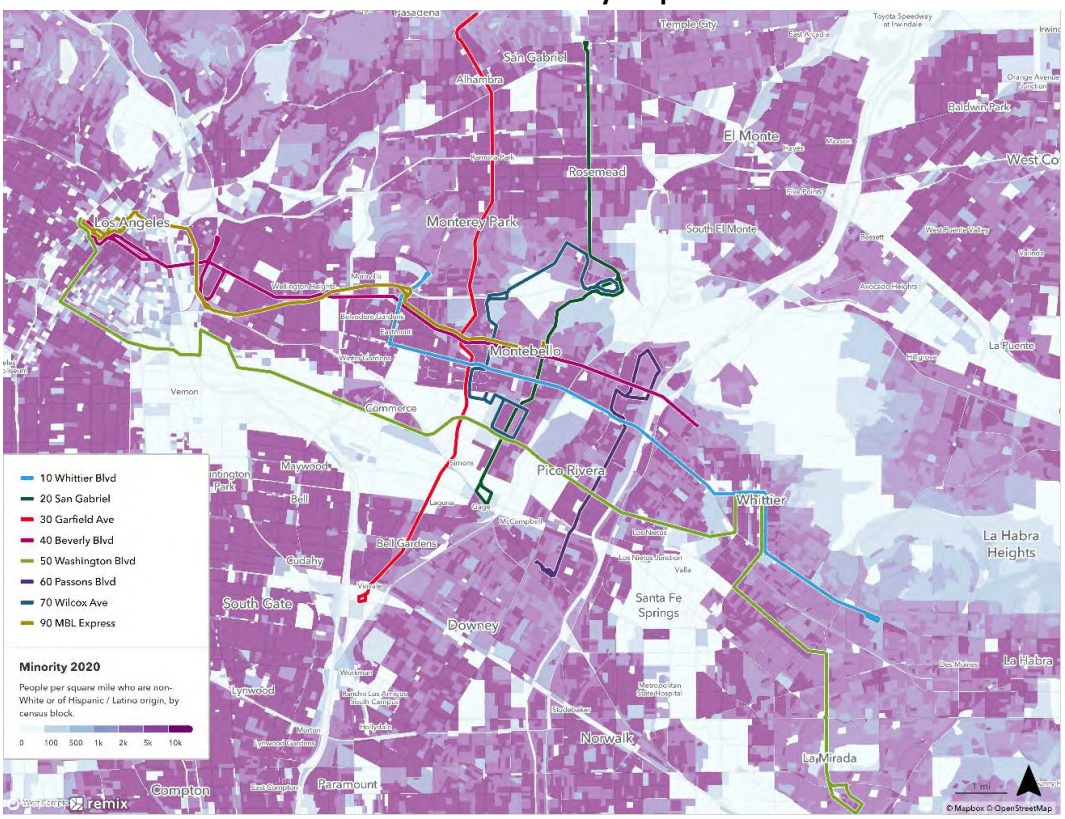
Population Density Map



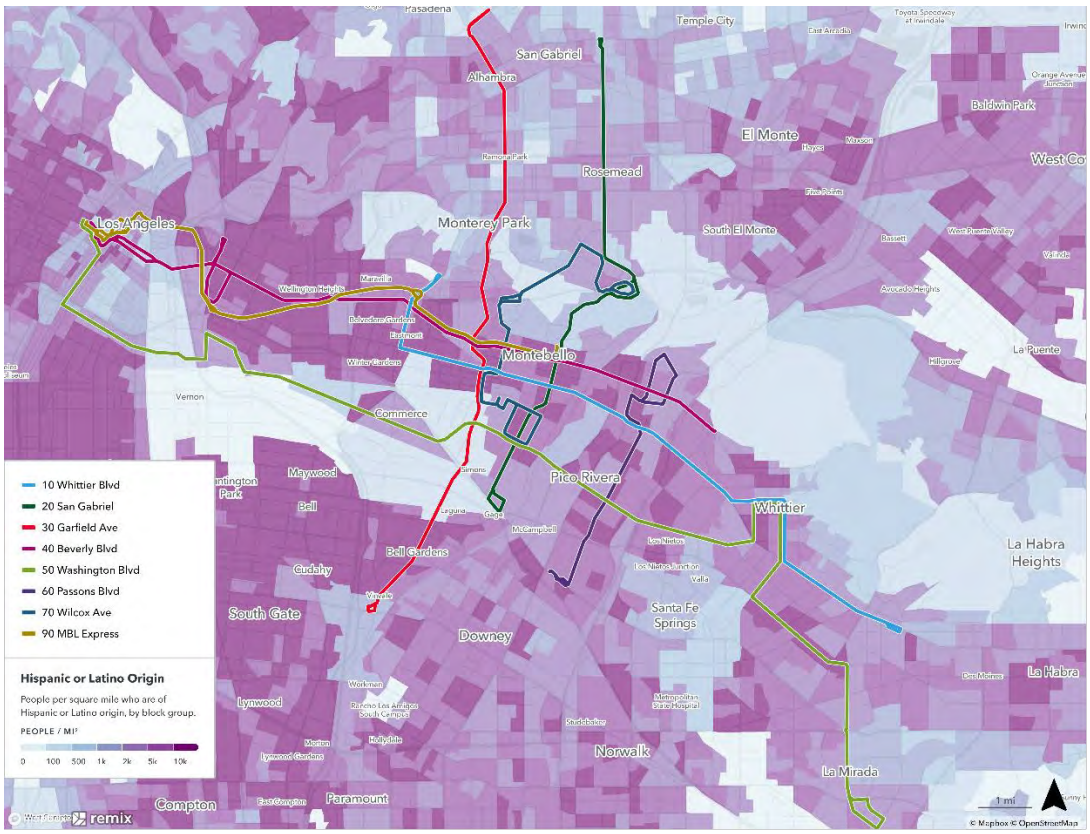
Poverty Density Map



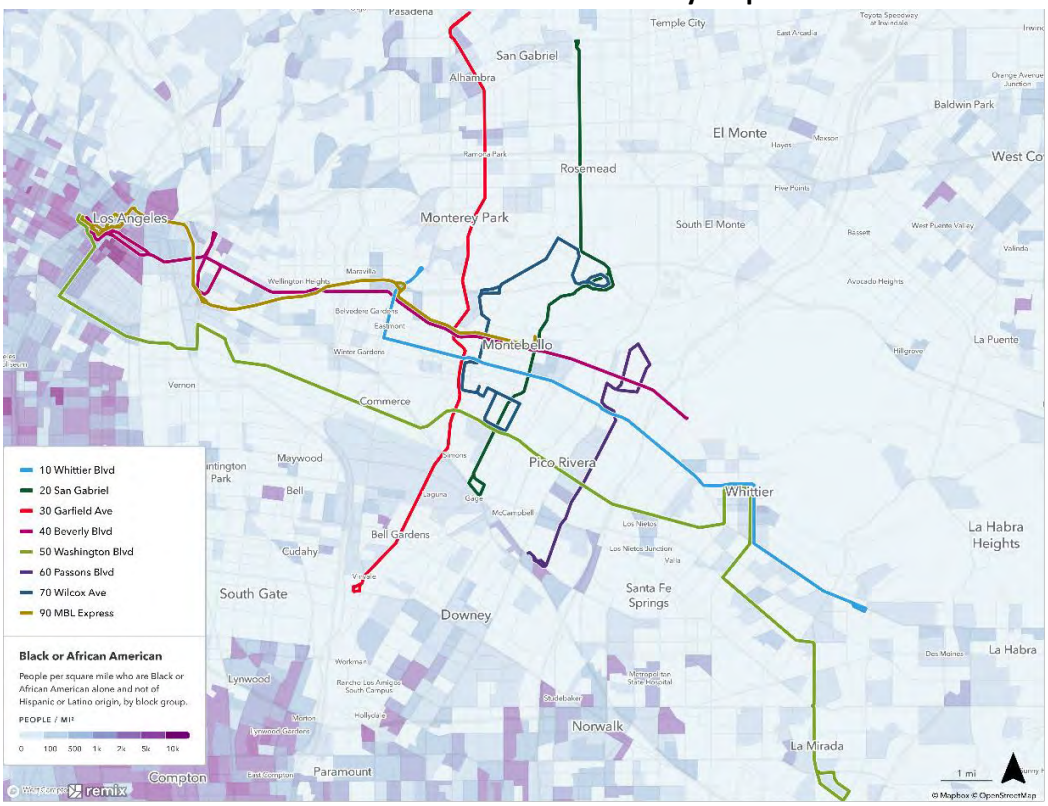
Overall Minority Map



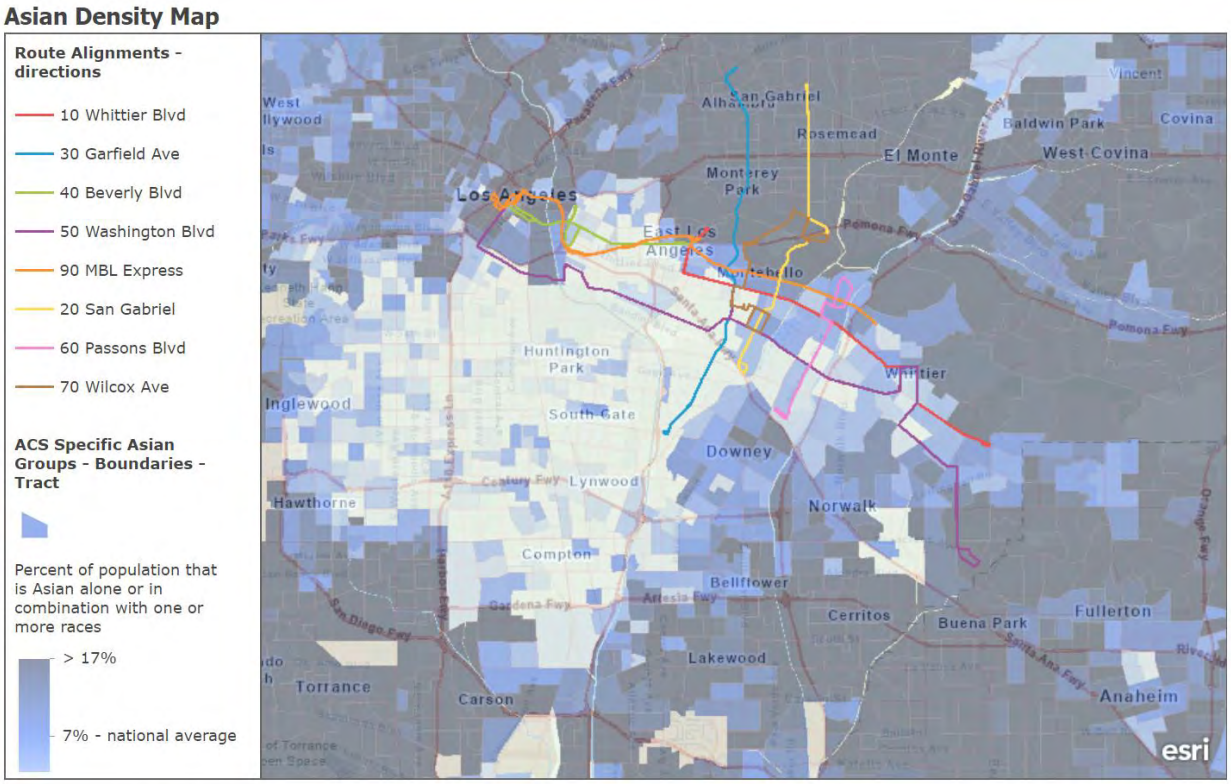
Hispanic or Latino Density Map



Black or African American Density Map



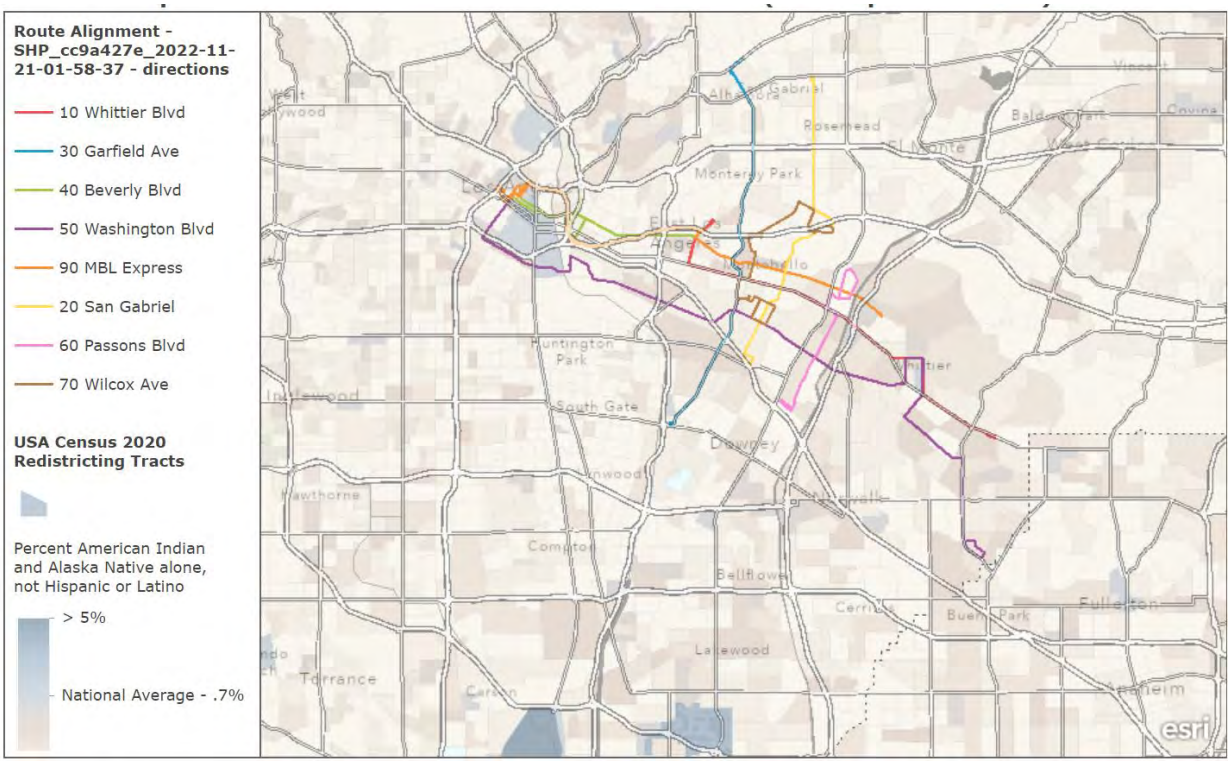
Asian Density Map



County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

Native Hawaiian or Pacific Islander Density Map

Native American or Alaskan Native Density Map



Ethnic / Racial Distribution Chart

Ethnicity Breakdown by Service City *Source: U.S. Census Bureau - Population 2020 QuickFacts*								
City / Ethnicity	**White - not Hispanic or Latino**	**African American**	**Hispanic or Latino**	**Asian**	**Pacific Islander/ Native, Hawaiian**	**Native American**	**Other**	**Totals**
Alhambra	8.8%	2.4%	34.9%	52.0%	0.3%	0.7%	0.0%	82,868
Bell Gardens	2.0%	1.3%	96.2%	0.0%	0.0%	0.0%	0.0%	39,501
Commerce	2.3%	0.1%	95.2%	0.1%	0.0%	2.9%	0.1%	12,867
La Mirada	32.9%	1.3%	32.9%	21.0%	0.1%	0.7%	0.1%	48,008
Los Angeles	28.5%	8.8%	48.1%	11.8%	0.2%	0.7%	0.4%	3,898,747
Montebello	6.6%	0.9%	79.0%	13.4%	0.1%	0.8%	0.0%	62,640
Monterey Park	5.0%	0.7%	27.4%	65.8%	0.3%	0.7%	0.1%	61,096
Pico Rivera	4.8%	0.9%	90.5%	3.6%	0.1%	0.8%	0.1%	62,088
Rosemead	4.0%	0.4%	30.0%	64.2%	0.2%	0.9%	0.0%	51,185
San Gabriel	10.8%	0.7%	23.6%	62.7%	0.1%	0.4%	0.1%	39,568
Santa Fe Springs	12.8%	3.9%	74.8%	6.8%	0.0%	0.5%	1.2%	17,681
South Gate	3.0%	0.5%	95.3%	0.8%	0.2%	1.0%	0.0%	92,726
Vernon	6.0%	8.0%	75.6%	6.0%	0.0%	1.0%	0.0%	222
Whittier	24.5%	1.5%	65.8%	5.3%	0.0%	1.1%	1.0%	87,306
Totals	**10.9%**	**2.2%**	**62.1%**	**22.4%**	**0.1%**	**0.9%**	**0.2%**	**4,556,503**

1. On-Board Survey Demographics Results

The tables below are the results form our on-board survey results. As demonstrated below, there is a failry equal distribution of riders by age among all of our patrons. The most common language spoken at home is English, followed by Spanish then Chinese. 70% of our patron are employed, regardless of full-time status, while 16% are unemployed, 8% are retired, 6% are homemakers, and the remaining 1% volunteers. Our biggest demographic and minority demographic is Hispanic/Latino at 67%. Approximately 2/3rd of our rider's household income is $34,999 or below.

Age of Riders	
16-24	23%
25-39	26%
40-54	25%
55 or older	27%

Employment Status	
Volunteer	1%
Homemaker	6%
Retired	8%
Unemployed	16%
Employed Part Time	21%
Employed Full Time	49%

Household Income	
Less than $15,000	42%
$15,000 to $24,999	22%
$25,000 to $34,999	13%
$35,000 to $54,999	14%
$55,000 to $75,000	6%
More than $75,000	4%

Language Spoken at Home	
English	61%
Spanish	38%
Chinese	1%

Race and Ethnicity	
Hispanic Only	67%
Hispanic and another Race	13%
Caucasian/White	10%
Asian	3%
African American/Black	3%
Other	5%

4. Equity Analysis of Service and Fare Changes

Periodic service changes are needed to address changing ridership trends, population distribution, land use patterns, unmet transportation needs, and availability of resources. The FTA requires that funding recipients prepare and submit service and fare equity analyses for public comment in consideration of proposed major service or fare changes. Accordingly, MBL has established a threshold that defines a "major service change" and the definition of an ensuing adverse impact that would be created by a "major service change".

Specifically, a major service change is defined by MBL as meeting one of the following criteria:

- All proposed fare changes excluding ride free promotional events, and temporary fare reductions that are mitigating measures for other actions.

- All promotional fare reductions remaining in effect after six (6) months.
- Proposed service expansions and reductions including all routing and timetable changes remaining in effect after 12 months that exceed 20 percent of their current configurations.

If a proposed major service change falls within one of the three categories above, MBL will conduct a Title VI service and fare equity analysis for review and consideration by the City of Montebello Council and the public prior to implementing such changes. Proposed system-wide changes are then prepared in staff reports for City Council consideration. Public comments and City Council input formulate the administrative policies that provide equal accessibility and distribution of services to all riders.

An adverse effect is defined as a major geographical or time-based reduction in service which may include, but is not limited to, span of service changes, frequency changes, route segment elimination, re-routing, or route elimination. MBL shall consider the degree of adverse effects in the form of an equity analysis when planning major service changes.

The following types of service changes are exempt:

Minor route alignment, frequency, span, or time point adjustments;

- Routing or bus stop changes due to temporary road detours caused by construction, maintenance, closures, emergencies, labor disruptions or strikes, fuel shortages, or safety concerns;
- Any temporary service addition, change, or discontinuation of a route with less than twelve months of operation;
- Changes on special service routes serving sporting events, special events, or service contracted through other cities or agencies;
- Any service change that does not meet the definition of a major service change described above.

Montebello Bus Lines currently is going through a Comprehensive Operational Analysis with the end goal of providing service change recommendations to optimize service systemwide. This Comprehensive Operational Analysis will also look at MBL's current fare structure and provide any recommendations accordingly. During the last reporting period, MBL has not had any major service or fare changes. If the situation were to change, staff will take the appropriate actions to ensure any major service or fare change, by definitions, undergoes a servicer equity analysis.

MBL management and planning staff hold monthly staff meetings to discuss service recommendations. Overall benefits, costs, and fair distribution of services are determined at the planning and programming stages. Proposed system-wide changes are then prepared in staff reports for City Council consideration. Public comments and City Council input formulate the administrative policies that provide equal accessibility and distribution of services to all riders.

5. City of Montebello Title VI Resolution

A copy of the Resolution of the City Council of the City of Montebello approving and adopting the:

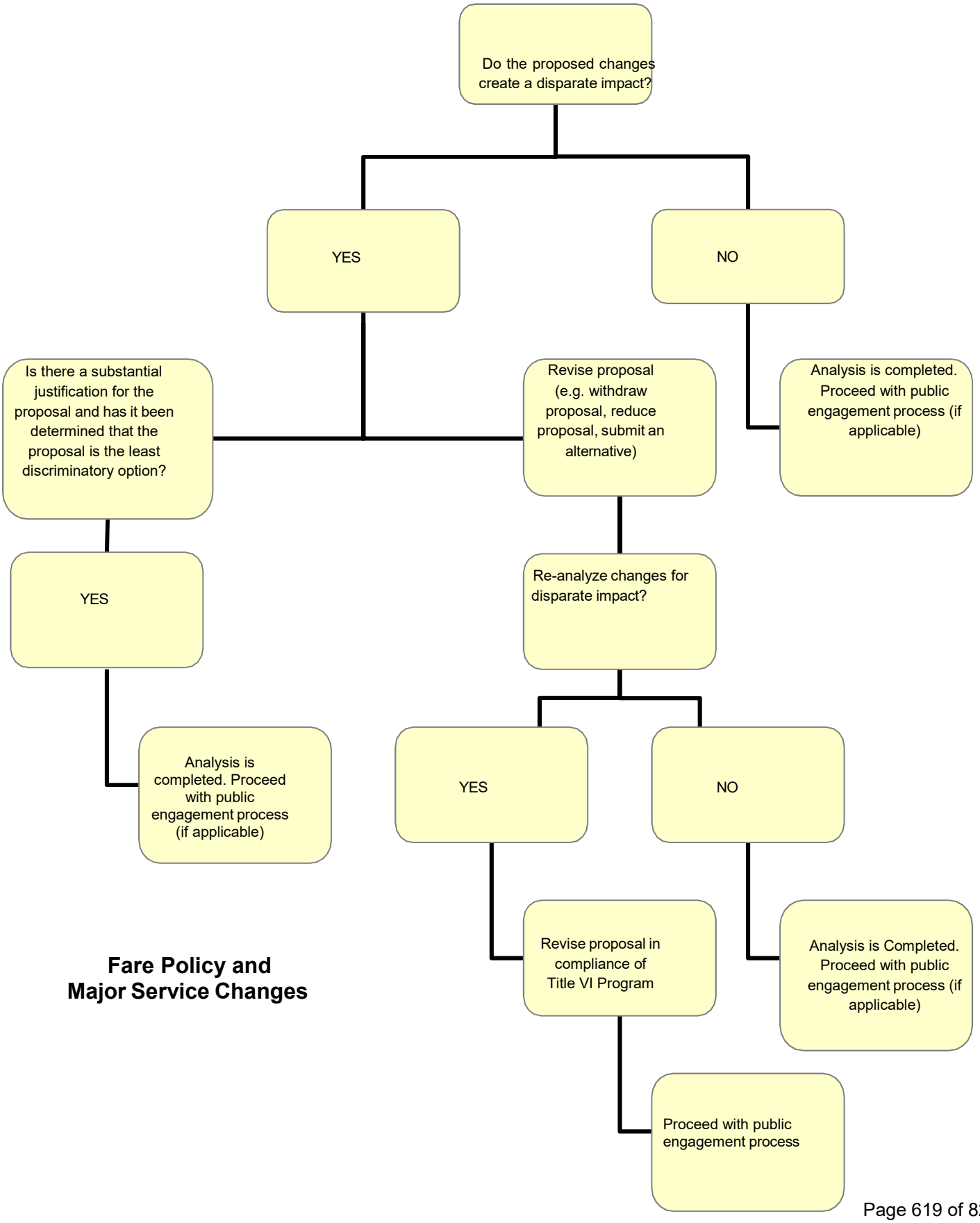
- MBL Title VI Program Report
  - Including the definitions of Disparate Impact and Disproportionate Burden
  - Transit System Monitoring Results

is provided in Appendix D.

6. Conclusion

MBL is committed to its mission "To provide superior transportation services to Montebello and surrounding communities." Further, the agency understands the need to align the mission with stated goals and objectives. In addition, MBL must accomplish said goals within the framework of established FTA regulations, in particular Title VI. MBL strives to promote fiscal responsibility and a culture of integrity, cultivates a work environment that fosters performance and high morale; and consistently works to enhance customer service. In doing so, MBL employees are focused and effective which leads to increased operational efficiency, higher revenues, sustained public trust and confidence while fulfilling community interests and needs; and accomplishing the mission of the organization.

TITLE VI DISPARATE ANALYSIS CHART



Fare Policy and Major Service Changes

TITLE VI PROGRAM

Notice of Civil Rights Complaint Process and Forms

APPENDIX: A

NOVEMBER 2022

Montebello BUS LINES

400 S. Taylor Ave. Montebello, CA 90640

Montebello BUS LINES

NOTICE OF CIVIL RIGHTS

Montebello Bus Lines (MBL) operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. In addition to Title VI, MBL also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation. Any person who believes they have been aggrieved by any discriminatory practice may file a signed written complaint with Montebello Bus Lines within 180 days of the alleged discrimination by sending a letter to MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. For more information on MBL's civil rights program, and the procedures to file a complaint; you may call us at (323) 558-1625 or visit www.ridembl.com.

Aviso de derechos civiles

Montebello Bus Lines (MBL) opera sus programas y servicios sin hacer distinciones de raza, color de piel ni nacionalidad, de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964. Además del Título VI, MBL también prohíbe la discriminación por motivos de género, edad, discapacidad, religión, afección médica, estado civil u orientación sexual. Toda persona que cree haber sido perjudicada por una práctica discriminatoria puede presentar un reclamo por escrito y firmado ante Montebello Bus Lines, dentro de los 180 días de ocurrida la presunta discriminación y mediante una carta dirigida a Atención al Cliente de MBL. Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. Para obtener más información sobre el programa de derechos civiles de MBL y sobre los procedimientos para presentar un reclamo, puede llamarnos al (323) 558-1625 o visite www.ridembl.com.

Abiso ng Mga Karapatang Sibil

Ang Montebello Bus Lines (MBL) ay nagpapatakbo ng mga programa at serbisyo nito nang walang pagsasaalang-alang sa lahi, kulay, at bansang pinagmulan alinsunod sa Title VI ng Civil Rights Act of 1964 (Titulo IV ng Batas sa Mga Karapatang Sibil ng 1964). Bilang karagdagan sa Title VI, ipinagbabawal din ng MBL ang diskriminasyon batay sa kasarian, edad, kapansanan, relihiyon, kondisyong medikal, katayuan sa pag-aasawa, o oryentasyong sekswal. Sinumang tao na naniniwalang sila ay naagrabyado ng anumang gawaing may diskriminasyon ay maaaring maghain ng nilagdaang nakasulat na reklamo sa Montebello Bus Lines sa loob ng 180 araw mula sa diumanong diskriminasyon sa pamamagitan ng pagpapadala ng sulat sa MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. Para sa karagdagang impormasyon hinggil sa programa para sa mga karapatang sibil ng MBL, at sa mga pamamaraan sa paghahain ng reklamo; maaari mo kaming tawagan sa (323) 558-1625 o bisitahin sa www.ridembl.com.

Thông Báo về Dân Quyền

Montebello Bus Lines (MBL) điều hành các chương trình và dịch vụ của mình không phân biệt chủng tộc, màu da, và nguồn gốc quốc gia, tuân thủ Khoản VI của Đạo Luật Dân Quyền năm 1964. Ngoài Khoản VI, MBL cũng cấm phân biệt đối xử dựa trên giới tính, tuổi tác, khuyết tật, tôn giáo, bệnh trạng, tình trạng hôn nhân, hay thiên hướng tình dục. Bất kỳ ai cho rằng họ đã bị phương hại bởi bất kỳ hành vi phân biệt đối xử nào có thể nộp đơn khiếu nại bằng văn bản có chữ ký cho Montebello Bus Lines trong vòng 180 ngày kể từ ngày có hành vi phân biệt đối xử theo cáo buộc bằng cách gửi thư đến MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. Để biết thêm thông tin về chương trình dân quyền của MBL, và các thủ tục để nộp đơn khiếu nại; quý vị có thể gọi cho chúng tôi theo số (323) 558-1625 hoặc truy cập www.ridembl.com.

民权通知书

蒙地贝罗公交线路 (MBL)根据1964年民权法案第六章的规定，不分种族，肤色和国籍运营其项目和服务。除了第六章，MBL还禁止基于性别，年龄，残疾，宗教，医疗状况，婚姻状况或性取向的歧视。任何认为自己因任何歧视性做法而受到伤害的人都可以在涉嫌歧视发生后180天内向MBL客户服务部发送一封签名的书面投诉。收件人：Transit Operations Manager, 400 S. Taylor Ave, Montebello, CA 90640。有关 MBL民权计划以及投诉程序的更多信息, 您可致电: (323)558-1625联系我们或访问www.ridembl.com 网站。

민권에 관한 고지

Montebello Bus Lines(MBL)는 1964년 민권법 제6호에 따라 인종, 색상 및 국가 출신과 무관하게 프로그램과 서비스를 운영하고 있습니다. 제6호의 조항 외에, MBL은 성별, 나이, 장애, 종교, 건강 상태, 혼인 상태 또는 성적 취향에 따른 차별도 금지합니다. 차별적 관행으로 피해를 입었다고 판단될 경우, 180일 이내에 MBL 고객 서비스(Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640) 앞으로 서명한 서면 불만 신고를 우편 접수하여 Montebello Bus Lines에 불만을 제기할 수 있습니다. MBL의 민권 프로그램 및 불만 접수 절차에 대한 자세한 내용은 (323) 558-1625번으로 문의하거나 www.ridembl.com을 참조하십시오.

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Title VI Complaint Process

Any person who believes that they have been subjected to discrimination on the basis of race, color, or national origin may file a Title VI complaint with MBL. MBL employs a zero tolerance policy relative to alleged acts of discrimination and posts the process for filing a complaint on the Department of Transportation website. The Title VI Complaint Form may be printed from the www.rideMBL.com website or may also be requested from MBL Customer Service who can be reached at (323) 558-1625. The Title VI Complaint Form is also available for pickup at the Department of Transportation, 400 S. Taylor Avenue, Montebello. The completed signed form must be returned to Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Complaints must be filed within one hundred and eighty (180) days of the date of the alleged discrimination and should include the following information:

1. Complainant's name, address, and contact information (i.e., telephone number, email address, etc.)
2. Description of how, when, where, and why complainant believes the discrimination occurred. In addition, the location, names, and contact information of any witnesses should also be included.

All complaints alleging discrimination based on race, color or national origin relative to a service or benefit provided by MBL will be recorded. MBL staff will forward the Title VI complaint to the Director of Transportation and will provide appropriate assistance to complainant(s), including those persons with disabilities, or who are limited in their ability to communicate in English. MBL will make every effort to resolve such complaints in a quick and expeditious manner. In instances where additional information is needed for assessment or investigation of the complaint, MBL will contact the complainant within 15 working days. Failure of the complainant(s) to provide the requested information within the specified timeframe may result in the administrative closure of the complaint.

MBL will investigate the complaint and prepare a response subject to review by MBL's Director of Transportation. If appropriate, MBL may administratively close the complaint and advise the complainant(s) of his / her right to file a complaint externally. The complainant(s) will also be advised of his / her right to appeal the response to Federal and State authorities as appropriate. MBL will employ every effort to respond to a Title VI complaint within sixty (60) working days of its receipt of such a complaint, unless a complaint is filed with MBL and an external entity simultaneously as noted previously.

MBL will send a final written response to the complainant(s) and advise the complainant(s) of his or her right to file a complaint externally. MBL will make every effort to respond to Title VI complaints within sixty (60) working days of its receipt of such complaints.

In addition to the MBL Title VI Complaint Process, a complainant may file a Title VI complaint directly with the U.S. Department of Transportation:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Title VI Complaint Form

Complainant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number

Primary: _____ Alternate: _____

Email Address: _____

Person(s) discriminated against if someone other than complainant:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date of Incident: _____ Bus #: _____ Route #: _____

Other Location (if applicable):

_____

_____

Please check the box that best describes the reason for the alleged discrimination taking place:

☐ Race ☐ Color ☐ National Origin

Please describe the alleged discrimination incident. Provide the names and titles of all Montebello Bus Lines employees involved if available. Explain what happened and whom you believe was responsible. If necessary, use the back of this form.

_____

_____

_____

Title VI Complaint Form (Continued)

_____

_____

_____

_____

_____

_____

_____

Have you filed a complaint with another Federal, State, or local agency? ☐ Yes ☐ No

Have you filed a complaint with another Federal, State, or local court? ☐ Yes ☐ No

If you have filled a complaint with another Federal, State, or local agency/court, please provide information on a contact person where the complaint was filed.

Agency Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

_____ _____

Complainant Signature Date

Proceso de reclamo en función del Título VI

Toda persona que cree haber sido discriminada por motivos de raza, color de piel o nacionalidad puede presentar un reclamo en función del Título VI ante Montebello Bus Lines (MBL). MBL sigue una política de tolerancia cero con respecto a los actos de discriminación. El proceso para presentar un reclamo se encuentra en el sitio web del Departamento de Transporte. Puede imprimir el formulario de reclamo en función del Título VI desde el sitio web www.rideMBL.com o se lo puede solicitar al Servicio de Atención al Cliente de MBL llamando al (323) 558-1625. El formulario de reclamo en función del Título VI también está disponible para retirarlo en el Departamento de Transporte, 400 S. Taylor Avenue, Montebello. Se debe regresar el formulario completo y firmado a Montebello Bus Lines, Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Los reclamos se deben presentar dentro de los ciento ochenta (180) días de ocurrida la presunta discriminación y deben incluir la siguiente información:

1. Nombre del denunciante, dirección e información de contacto (es decir, número de teléfono, correo electrónico, etc.).
2. Descripción de cómo, cuándo, dónde y por qué el denunciante cree que ocurrió la discriminación. Además, se debe incluir la ubicación, los nombres y la información de contacto de cualquier testigo.

Se registrarán todos los reclamos que alegan discriminación por motivos de raza, color de piel y nacionalidad en relación con un servicio o beneficio que brindó MBL. El personal de MBL enviará el reclamo en función del Título VI al director de Transporte y brindará asistencia adecuada a los denunciantes, incluidas aquellas personas con discapacidad o quienes tengan dificultades para comunicarse en inglés. MBL hará todo lo posible para solucionar dichos reclamos de manera rápida y eficaz. En instancias en las que se necesite información adicional para la evaluación o investigación del reclamo, MBL se contactará con el denunciante dentro de los 15 días hábiles. El incumplimiento por parte del denunciante de brindar la información solicitada dentro del período específico puede dar como resultado el cierre administrativo del reclamo.

MBL investigará el reclamo y preparará una respuesta que estará sujeta a la revisión del director de Transporte de MBL. Si corresponde, MBL puede cerrar de manera administrativa el reclamo y asesorar a los denunciantes en su derecho de presentar un reclamo externamente. Los denunciantes también recibirán asesoramiento en su derecho de apelar la respuesta de las autoridades federales y estatales, según corresponda. MBL hará todo lo posible para responder el reclamo en función del Título VI dentro de los sesenta (60) días hábiles de recibido dicho reclamo, a menos que se haya presentado el reclamo ante MBL y una entidad externa a la vez, como se indicó anteriormente.

MBL enviará una respuesta final por escrito a los denunciantes y los asesorará en su derecho de presentar un reclamo externamente. MBL hará todo lo posible para responder los reclamos en función del Título VI dentro de los sesenta (60) días hábiles de recibidos dichos reclamos.

Además del proceso de reclamo de MBL en función del Título VI, el denunciante puede presentar un reclamo en función del Título VI directamente ante el Departamento de Transporte de los EE. UU.:

Federal Transit Administration
Office of Civil Rights Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Formulario de reclamo en función del Título VI

Nombre del denunciante _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Número de teléfono

Principal: _____ Alternativo: _____

Correo electrónico: _____

Personas discriminadas (si es una persona distinta del denunciante) Nombre:

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Fecha del incidente: _____ Número de autobús: _____ Número de ruta: _____

Otra ubicación (si corresponde):

_____

_____

Marque la casilla que mejor describa el motivo de la presunta discriminación:

☐ Raza ☐ Color de piel ☐ Nacionalidad

Describa el incidente de la presunta discriminación. Indique los nombres y los puestos de todos los empleados de Montebello Bus Lines involucrados, en medida de lo posible. Explique qué sucedió y quién cree que es responsable. Si es necesario, use el dorso del formulario.

_____

_____

_____

_____

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Formulario de reclamo en función del Título VI (continuación)

_____

_____

_____

_____

_____

_____

_____

¿Ha presentado un reclamo ante otra agencia federal, estatal o local? ☐ Sí ☐ No

¿Ha presentado un reclamo ante otro tribunal federal, estatal o local? ☐ Sí ☐ No

Si ha presentado un reclamo ante otra agencia/otro tribunal federal, estatal o local, brinde la información de contacto de una persona que se encuentra en el lugar donde presentó el reclamo.

Nombre de la agencia: _____

Nombre del contacto: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Declaro que he leído la acusación anteriormente mencionada y que es verídica según mi leal saber y entender.

_____ _____

Firma del denunciante Fecha

第六章 (Title VI) 投诉流程

任何认为自己因种族、肤色或原国籍而受到歧视之人皆可向蒙特贝洛公交线路公司 (Montebello Bus Lines, MBL) 提交第六章 (Title VI) 投诉。MBL 对指称歧视行为持零容忍态度，并提供向交通部 (Department of Transportation) 网上提交申诉的流程。您可在网站 www.rideMBL.com 打印或拨打 MBL 客服部 (MBL Customer Service) 电话 (323) 558-1625 申领第六章 (Title VI) 投诉表格。您也可前往交通部 (Department of Transportation) 领取第六章 (Title VI) 投诉表格，地址为：400 S. Taylor Avenue, Montebello。表格填妥后须交回下址：Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640。

歧视投诉必须在受到所指控之歧视后一百八十 (180) 日内提交，并应包括以下内容：
1. 投诉者姓名、地址和联系方式（例如电话号码、邮箱地址等）
2. 说明存在歧视的具体行为、时间、地点及投诉者认定其为歧视行为之原因。此外，还应包括所涉证人地址、姓名和联系方式。

所有指控 MBL 提供之服务或福利因种族、肤色或原国籍受到歧视的投诉均将被记录在案。MBL 员工将向交通部负责人提交第六章 (Title VI) 投诉，并向投诉者提供适当援助，包括：向残疾人士或英语交流能力有限之人士提供援助。MBL 将尽一切努力以快速、高效的方式解决此类投诉。若因投诉评估及调查需补充其他信息，MBL 将在 15 个工作日内联系投诉者。若投诉者未在指定时限内提供所需材料，则对投诉之行政处理予以终止。

MBL 将调查该投诉并根据 MBL 交通部负责人的审查准备一份答复材料。如有必要，MBL 可通过行政方式终止投诉指控，并通知投诉者其有权在外部当局提出投诉。投诉者还将被告知，如有需要，其有权向联邦和州当局提出上诉。MBL 将尽一切努力于收到第六章 (Title VI) 投诉六十 (60) 日内予以回复，前述情况除外，即：投诉同时提交给 MBL 和外部实体。

MBL 将向投诉者发出最终书面答复，并告知其有权向外部当局提交投诉。MBL 将尽一切努力于收到第六章 (Title VI) 投诉六十 (60) 日内予以回复。

除 MBL 第六章 (Title VI) 投诉流程外，投诉者还可直接向美国交通部 (U.S. Department of Transportation) 提交第六章 (Title VI) 投诉，地址为：

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

第六章 (Title VI) 投诉流程

投诉者姓名：_____

地址：_____

市_____州 _____市 邮编：_____

首选电话号码：_____ 备用电话号码：_____

电子邮箱：_____

除投诉者外同样受到歧视之人：

姓名：_____

地址：_____

市_____州 _____市 邮编：_____

歧视事件发生时间：_____ 班车编号：_____ 路线编号：_____

其他地点（若适用）：

_____

_____

请勾选最能描述指控之歧视发生原因的方框：

☐ 种族 ☐ 肤色 ☐原国籍

请描述指控之歧视事件。如有可能，请提供所有涉及歧视的蒙特贝洛公交线路公司 (Montebello Bus Lines) 员工姓名和职称。请说明发生的具体行为并说明您认为应对此负责之人。如需添加纸页，请在表格背面填写。

_____

_____

_____

第六章 (Title VI) 投诉表格（接上页）

您是否曾向其他联邦、州或当地机构提交过投诉？☐ 是 ☐ 否

您是否曾向其他联邦、州或当地法院提交过投诉？☐ 是 ☐ 否

若您曾向其他联邦、州或当地机构/法院提交过投诉，请提供您提交投诉的机构联系信息。

机构名称：_____

联系人：_____

地址：_____

市_____州 _____市 邮编：_____

本人确认已阅读上述指控，并保证就本人所知所信上述内容均属实。

_____ _____

投诉者签名 日期

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

타이틀 VI (Title VI) 민원 절차

인종, 피부색 또는 국가 출신에 따라 차별을 받았다고 생각하는 사람은 누구나 MBL에 타이틀 VI (Title VI) 민원을 제기할 수 있습니다. MBL은 차별 행위와 관련하여 무관용 정책을 채택하고 있으며, 불만 신고 절차를 교통부 웹사이트에 게시합니다. 타이틀 VI (Title VI) 민원 신고 양식은 www.rideMBL.com 웹사이트에서 인쇄하거나 (323) 558-1625로 연락 가능한 MBL 고객 서비스에 요청할 수도 있습니다. 타이틀 VI (Title VI) 민원 신고 양식은 몬테벨로의 테일러 애비뉴의 교통부 400S에서도 받을 수 있습니다. 작성된 서명 양식은 몬테벨로 버스 라인(주소: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.)으로 반송되어야 합니다.

민원은 차별받은 날짜로부터 180일 이내에 접수되어야 하며 다음 정보를 포함해야 합니다.

1. 민원인 이름, 주소 및 연락처 정보 (예: 휴대전화 번호, 이메일 주소 등.)
2. 원인이 차별이 발생한 경위, 시기, 장소, 이유를 기술합니다. 또한, 목격자의 위치, 이름, 연락처도 포함되어야 합니다.

MBL이 제공하는 서비스 또는 혜택과 관련하여 인종, 색상 또는 국가 출신에 따른 차별을 주장하는 모든 민원이 기록됩니다. MBL 직원은 타이틀 VI (Title VI) 민원 사항을 교통부장에게 전달하고, 장애인을 포함하거나 영어로 의사소통하는 데 한계가 있는 불만 사항을 적절하게 지원할 것입니다. MBL은 이러한 불만사항을 신속하고 기민하게 해결하기 위해 모든 노력을 기울일 것입니다. 민원 사항의 평가 또는 조사를 위해 추가 정보가 필요한 경우 MBL은 15 영업일 이내에 민원 제출인에게 연락합니다. 민원인이 지정된 시간 내에 요청된 정보를 제공하지 못하면 민원이 행정적으로 종결 처리될 수 있습니다.

MBL은 민원 사항을 조사하고 MBL 교통국장이 검토할 답변을 준비할 것입니다. 적절한 경우 MBL은 행정적으로 민원 사항을 종결하고 민원인에게 외부적으로 민원 사항을 제기할 수 있는 권리를 알릴 수 있습니다. 또한 민원인은 연방 및 주 당국에 적절한 답변을 항소할 수 있는 자신의 권리에 대해 통지받을 것입니다. MBL은 이전에 언급한 대로 MBL과 외부 기관에 동시에 민원이 접수되지 않는 한, 해당 민원을 접수한 후 60일 이내에 타이틀 VI (Title VI) 민원 사항에 응답하기 위해 모든 노력을 기울입니다.

MBL은 민원인에게 최종 서면 답변을 보내고 민원인에게 외부적으로 민원을 제기할 수 있는 권리를 알립니다. MBL은 이러한 민원을 접수한 후 60일 이내에 타이틀 VI (Title VI) 민원에 응답하기 위해 모든 노력을 기울입니다.

MBL 타이틀 VI (Title VI) 민원 절차 외에도, 민원인은 미국 교통부에 직접 타이틀 VI (Title VI) 민원을 제기할 수 있습니다.

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

타이틀 VI (Title VI) 민원 양식

민원인 이름:_____
주소: _____
도시:_____주:_____우편번호: _____

전화번호

주전화:_____부전화: _____

이메일 주소: _____

민원인 본인이 아닌 다른 차별당한 인물(들): 이름: _____
주소: _____

도시:_____주:_____우편번호: _____

사건일자:_____버스 #: _____루트 #: _____

기타 지역 (해당되는 경우):

_____

_____

차별 발생 이유를 가장 잘 설명한 상자를 선택하세요:

□ □인종 □□ 피부색 □□ 출신국가

차별 사건에 대해 설명해 주세요. 가능한 경우 관련된 모든 몬테벨로 버스 라인 직원 이름 및 직함을 적어주세요. 무슨 일이 일어났고 누구에게 책임이 있다고 생각하는지 설명하시기 바랍니다. 필요한 경우 이 양식의 뒷면을 사용하시기 바랍니다.

_____

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타이틀 VI (Title VI) 민원 양식 (이어서)

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다른 연방, 주, 지역 에이전시에 민원을 제출하셨나요? ☐ 네 ☐ 아니요

다른 연방, 주, 지역 법원에 민원을 제출하셨나요? ☐ 네 ☐ 아니요

다른 연방, 주 또는 지역 기관/법원에 민원을 제출한 경우, 민원을 접수한 연락 대상에 대한 정보를 제공해주세요.

기관명: _____

연락 담당 이름: _____

주소: _____

도시: _____ 주: _____ 우편번호: _____

본인은 위의 혐의를 읽었으며, 본인의 지식, 정보 및 믿음에 한하여 진실임을 확인합니다.

_____ _____

민원인 서명 날짜

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Quy Trình Khiếu Nại Theo Khoản VI

Bất kỳ ai cho rằng họ đã bị phân biệt đối xử dựa trên chủng tộc, màu da, hoặc nguồn gốc quốc gia có thể nộp đơn khiếu nại theo Khoản VI cho MBL. MBL áp dụng chính sách không khoan thứ liên quan đến các hành vi phân biệt đối xử bị cáo buộc và đăng quy trình nộp đơn khiếu nại trên trang web của Phòng Vận Tải. Mẫu Đơn Khiếu Nại theo Khoản VI có thể được in từ trang web www.rideMBL.com hoặc cũng có thể được yêu cầu từ bộ phận Dịch Vụ Khách Hàng của MBL, có thể liên hệ với họ theo số (323) 558-1625. Cũng có thể nhận Mẫu Đơn Khiếu Nại theo Khoản VI tại Phòng Vận Tải, 400 S. Taylor Avenue, Montebello. Mẫu đơn đã điền và đã ký phải được gửi lại cho Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Khiếu nại phải được nộp trong vòng một trăm tám mươi (180) ngày kể từ ngày có hành vi phân biệt đối xử bị cáo buộc và phải bao gồm thông tin sau đây:

1. Tên, địa chỉ, và thông tin liên lạc của người khiếu nại (có nghĩa là số điện thoại, địa chỉ email, v.v.)
2. Mô tả về cách thức, thời điểm, địa điểm, và lý do tại sao người khiếu nại tin rằng hành vi phân biệt đối xử đã xảy ra. Ngoài ra, cũng nên bao gồm địa điểm, tên, và thông tin liên lạc của bất kỳ người làm chứng nào.

Tất cả các khiếu nại cáo buộc phân biệt đối xử dựa trên chủng tộc, màu da hoặc nguồn gốc quốc gia liên quan đến dịch vụ hoặc quyền lợi do MBL cung cấp sẽ được ghi lại. Nhân viên MBL sẽ chuyển đơn khiếu nại theo Khoản VI đến Giám Đốc Phòng Vận Tải và sẽ cung cấp sự hỗ trợ thích hợp cho (những) người khiếu nại, bao gồm những người khuyết tật, hoặc những người bị hạn chế về khả năng giao tiếp bằng tiếng Anh. MBL sẽ nỗ lực hết sức để giải quyết các khiếu nại như thế một cách nhanh chóng. Trong trường hợp cần thông tin bổ sung để đánh giá hoặc điều tra khiếu nại, MBL sẽ liên hệ với người khiếu nại trong vòng 15 ngày làm việc. Nếu (những) người khiếu nại không cung cấp thông tin được yêu cầu trước khung thời gian đã cho, khiếu nại có thể bị khép lại về mặt hành chính.

MBL sẽ điều tra khiếu nại và chuẩn bị phản hồi để Giám Đốc Phòng Vận Tải của MBL xem xét. Nếu thích hợp, MBL có thể khép lại khiếu nại về mặt hành chính và thông báo cho (những) người khiếu nại về quyền của họ được nộp khiếu nại ra bên ngoài. (Những) người khiếu nại cũng sẽ được thông báo về quyền của họ được kháng nghị về trả lời đó với các cơ quan chức năng của Liên Bang và Tiểu Bang khi thích hợp. MBL sẽ nỗ lực hết sức để trả lời khiếu nại theo Khoản VI trong vòng sáu mươi (60) ngày làm việc kể từ khi nhận được khiếu nại như thế, trừ khi khiếu nại được nộp cho MBL và một tổ chức bên ngoài đồng thời như đã lưu ý trước đây.

MBL sẽ gửi trả lời cuối cùng bằng văn bản cho (những) người khiếu nại và thông báo cho (những) người khiếu nại về quyền của họ được nộp đơn khiếu nại ra bên ngoài. MBL sẽ cố gắng hết sức để trả lời các khiếu nại theo Khoản VI trong vòng sáu mươi (60) ngày làm việc kể từ khi nhận được các khiếu nại như thế.

Ngoài Quy Trình Khiếu Nại theo Khoản VI của MBL, người khiếu nại có thể nộp đơn khiếu nại theo Khoản VI trực tiếp cho Bộ Giao Thông Vận Tải Hoa Kỳ:

Federal Transit Administration

Office of Civil Rights

Attention: Complaint Team

East Building, 5th Floor – TCR

1200 New Jersey Avenue, SE

Washington, DC 20590

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Đơn Khiếu Nại Theo Khoản VI

Tên Nguyên Đơn: _____

Địa chỉ: _____

Thành phố: _____ Tiểu bang: _____ Mã Zip: _____

Số Điện Thoại

Chính: _____ Thay thế: _____

Địa Chỉ Email: _____

(Những) người bị phân biệt đối xử nếu không phải người khiếu nại:

Tên: _____

Địa chỉ: _____

Thành phố: _____ Tiểu bang: _____ Mã Zip: _____

Ngày Xảy Ra Sự Cố: _____ Xe buýt #: _____ Tuyến đường #: _____

Địa Điểm Khác (nếu phù hợp):

_____

_____

Vui lòng chọn ô mô tả chính xác nhất lý do diễn ra hành vi phân biệt đối xử bị cáo buộc:

□ Chủng Tộc □ Màu Da □ Nguồn Gốc Quốc Gia

Vui lòng mô tả sự việc phân biệt đối xử bị cáo buộc. Cung cấp tên và chức danh của tất cả nhân viên của Montebello Bus Lines có liên quan nếu có. Giải thích những gì đã xảy ra và người mà quý vị cho là người chịu trách nhiệm. Nếu cần, hãy sử dụng mặt sau của mẫu đơn này.

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Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Mẫu Đơn Khiếu Nại Theo Khoản VI (Tiếp Theo)

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Quý vị đã nộp đơn khiếu nại cho một cơ quan khác của Liên Bang, Tiểu Bang, hay địa phương? □ Có □ Không

Quý vị đã nộp đơn khiếu nại cho một tòa án khác của Liên Bang, Tiểu Bang, hay địa phương? □ Có □ Không

Nếu quý vị đã nộp đơn khiếu nại cho một cơ quan/tòa án khác của Liên Bang, Tiểu Bang, hoặc địa phương, vui lòng cung cấp thông tin về một người liên hệ tại nơi khiếu nại được nộp.

Tên Cơ Quan: _____

Tên Người Liên Hệ: _____

Địa chỉ: _____

Thành phố: _____ Tiểu bang: _____ Mã Zip: _____

Tôi xác nhận thông tin tôi đã đọc cáo buộc bên trên và thông tin đó là có thực theo sự hiểu biết, thông tin và niềm tin chính xác nhất của tôi.

_____ _____

Chữ Ký của Người Khiếu Nại Ngày

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Proseso ng Title VI na Pagrereklamo

Sinumang tao na naniniwala na dumanas sila ng diskriminasyon dahil sa kanilang lahi, kulay, o bansang pinagmulan ay maaaring magsampa ng Title VI na reklamo sa MBL. Gumagamit ang MBL ng patakarang zero tolerance kaugnay sa mga di-umano'y kagagawang diskriminasyon at nagpapaskil sa proseso ng pagsampa ng reklamo sa website ng Departamento ng Transportasyon. Ang Form sa Title VI na Reklamo ay maaaring i-print mula sa website na www.rideMBL.com o maaari rin itong hilingin mula sa Customer Service ng MBL na maaaring tawagan sa (323) 558-1625. Ang Form sa Title VI na Reklamo ay makukuha rin sa pamamagitan ng pag-pickup sa Departamento ng Transportasyon sa 400 S. Taylor Avenue, Montebello. Ang nakumpletong nilagdaang porma ay dapat ibalik sa Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Ang mga reklamo ay dapat isampa sa loob ng isang daan at walumpung (180) araw mula sa petsa ng sinasabing diskriminasyon at dapat isama ang sumusunod na impormasyon:
1. Pangalan, address, at impormasyon sa pagkontak (ibig sabihin, numero ng telepono, email address, atbp.) ng taong nagrereklamo
2. Paglalarawan kung paano, kailan, saan, at bakit naniniwala ang taong nagrereklamo na nangyari ang diskriminasyon. Bilang karagdagan, ang lokasyon, mga pangalan, at impormasyon sa pagkontak ng sinumang saksi ay dapat ding isama.

Itatala ang lahat ng reklamong nagpaparatang ng diskriminasyon batay sa lahi, kulay o bansang pinagmulan na may kaugnayan sa isang serbisyo o benepisyong ibinigay ng MBL. Ipapasa ng kawani ng MBL ang Title VI na reklamo sa Direktor ng Transportasyon at magbibigay ng naaangkop na tulong sa (mga) taong nagrereklamo, kabilang ang mga taong may kapansanan, o mga taong limitado sa kanilang kakayahang makipag-usap sa Ingles. Gagawin ng MBL ang lahat ng pagsisikap upang malutas ang mga naturang reklamo sa agaran at mabilis na paraan. Sa mga pagkakataon kung saan kailangan ng karagdagang impormasyon para sa pagtatasa o pagsisiyasat ng reklamo, makikipag-ugnayan ang MBL sa taong nagrereklamo sa loob ng 15 araw na may trabaho. Ang pagkabigong ibigay ng (mga) taong nagrereklamo ang hiniling na impormasyon sa loob ng tinukoy na takdang panahon ay maaaring magresulta sa administratibong pagsasara ng reklamo.

Sisiyasatin ng MBL ang reklamo at maghahanda ng tugon na sasailalim sa pagsusuri ng Direktor ng Transportasyon ng MBL. Kung naaangkop, maaaring administratibong isara ng MBL ang reklamo at payuhan ang (mga) taong nagrereklamo ng kanyang karapatan na magsampa ng reklamo sa labas. Ang (mga) taong nagrereklamo ay papayuhan din tungkol sa kanyang karapatan na iapela ang tugon sa mga Pam-pederal at Pang-estadong awtoridad kung naaangkop. Gagawin ng MBL ang lahat ng pagsusumikap upang tumugon sa isang Title VI na reklamo sa loob ng animnapung (60) araw na may trabaho pagkatapos nitong matanggap ang naturang reklamo, maliban kung ang isang reklamo ay isinampa sa MBL at isang panlabas na entidad nang sabay-sabay tulad ng nabanggit dati.

Magpapadala ang MBL ng panghuling nakasulat na tugon sa (mga) taong nagrereklamo at magpapayo sa (mga) taong nagrereklamo ng kanyang karapatang magsampa ng reklamo sa labas. Gagawin ng MBL ang lahat ng pagsisikap upang tumugon sa mga Title VI na reklamo sa loob ng animnapung (60) araw na may trabaho pagkatapos nitong matanggap ang mga naturang reklamo.

Bilang karagdagan sa Proseso ng Title VI na Pagrereklamo sa MBL, maaaring direktang magsampa ng Title VI na reklamo ang isang taong nagrereklamo sa Departamento ng Transportasyon ng U.S.:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Montebello BUS LINES
400 South Taylor Avenue, Montebello, CA 90640
Office (323) 558-1625 | Fax (323) 887-4643

Form sa Title VI na Reklamo

Pangalan ng Taong Nagrereklamo: _____

Address: _____

Lungsod: _____ Estado: _____ Zip Code: _____

Numero ng Telepono

Pangunahin: _____ Alternatibo: _____

Email Address: _____

(Mga) taong nakaranas ng diskriminasyon kung ito ay ibang tao kaysa sa taong nagrereklamo:

Pangalan: _____

Address: _____

Lungson: _____ Estado: _____ Zip Code: _____

Petsa ng Insidente: _____ # ng Bus: _____ # ng Ruta: _____

Ibang Lokasyon (kung naaangkop):

_____

_____

Mangyaring lagyan ng tsek ang kahon na pinakamahusay na naglalarawan sa dahilan kung bakit nangyari ang diskriminasyon:

☐ Lahi ☐ Kulay ☐ Bansang Pinagmulan

Pakilarawan ang sinasabing insidente ng diskriminasyon. Ibigay ang mga pangalan at titulo ng lahat ng empleyado ng Montebello Bus Lines na kasangkot kung mayroon. Ipaliwanag kung ano ang nangyari at kung sino ang pinaniniwalaan mong responsable. Kung kinakailangan, gamitin ang likod ng form na ito.

_____

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Nagsampa ka na ba ng reklamo sa ibang Pam-pederal, Pang-estado, o lokal na ahensya? □ Oo □ Hindi

Nagsampa ka na ba ng reklamo sa ibang Pam-pederal, Pang-estado, o lokal na hukuman? □ Oo □ Hindi

Kung nakapagsampa ka na ng reklamo sa iba pang Pam-pederal, Pang-estado, o lokal na ahensya/hukuman, mangyaring magbigay ng impormasyon sa kokontaking tao kung saan isinampa ang reklamo.

Pangalan ng Ahensiya: _____

Pangalan ng Kokontaking Tao: _____

Address: _____

Lungsod: _____ Estado: _____ Zip Code: _____

Pinatutunayan ko na nabasa ko ang paratang sa itaas at ito ay totoo sa abot ng aking kaalaman, impormasyon at paniniwala.

_____ _____

Lagda ng Taong Nagrereklamo Petsa

TITLE VI PROGRAM

LANGUAGE ASSISTANCE PLAN

APPENDIX B

NOVEMBER 2022

Montebello BUS LINES

400 S. Taylor Ave., Montebello, CA 90640

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1. Introduction and Policy Statement

A. Purpose of a Language Assistance Plan

Montebello Bus Lines (MBL) is a recipient of federal financial assistance and grants from Federal Transit Administration (FTA). As such, MBL will comply with FTA Title VI regulations, FTA guidance 4702.1B and Presidential Executive Order 13166—Improving Access to Services for Persons with Limited English Proficiency (LEP), citing MBL's responsibilities to limited English Proficient Persons, minority communities, low-income communities, and communities with disabilities.

In conformance with these regulations and guidance, MBL has established a LEP Plan that examines the services MBL provides, identifies needs for services to those with LEP, and details a plan (or procedures) to provide those services so that LEP persons can have meaningful access to them. It is expected that MBL's plans will provide for such meaningful access consistent with, and without unduly burdening, the fundamental mission of MBL.

The Plan reflects and reinforces the primary goal of MBL's public involvement activities: to offer early and continuous opportunities for the public to learn about a particular project or initiative while meeting the particular needs of the groups being presented to, such as language assistance, schedule or location accommodations, in order to maximize their involvement in the identification of social, economic and environmental impacts of proposed transportation decisions.

Additionally, the Plan integrates principles of FTA Circular 4703.1, guiding MBL on integrating principles of Environmental Justice into the transportation decision-making process.

B. Policy Statement

Montebello Bus Lines (MBL) operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. In addition to Title VI, MBL also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation. Any person who believes they have been aggrieved by any discriminatory practice may file a signed written complaint with Montebello Bus Lines within 180 days of the alleged discrimination by sending a letter to MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. For more information on MBL's civil rights program, and the procedures to file a complaint; you may call us at (323) 558-1625 or visit www.ridembl.com.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency. It is the policy of MBL to provide timely, reasonable, effective and meaningful access for LEP persons to all its programs and activities. All staff shall assist LEP individuals with free language assistance whenever an LEP person requests language assistance in order to receive MBL services. All staff are to ensure the public is treated with dignity and respect, identify the language

needs for MBL customers, and utilize available bilingual resources to assist customers, when needed.

MBL's LEP Plan is designed to assist the management and staff to understand their roles and responsibilities with respect to overcoming barriers for LEP individuals. The Plan will provide guidance to staff on translation and interpretation services for LEP individuals seeking access to MBL programs and services. Each department will adhere to the Plan to improve access to its programs and services to LEP individuals. The Plan supplements MBL Title VI Program

2. Authority

Section 601 of Title VI of the Civil Rights Act of 1964 provides that no person "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The United States Supreme Court in Lau v. Nichols (1974) stated that one type of national origin discrimination is discrimination based on a person's inability to speak, read, write, or understand English.

Presidential Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" – was signed by President Bill Clinton to "…improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English Proficiency…." This executive order is directed at implementing the protections afforded by Title VI of the Civil Rights Act of 1964 and related regulations. Accordingly, it prohibits recipients of federal financial assistance from discrimination based on national origin by failing to provide meaningful access to services to individuals who are LEP. This protection requires that LEP persons be provided an equal opportunity to benefit from or have access to services that are normally provided in English.

3. Self-Assessment using the Four-Factor Analysis

The City of Montebello is approximately 8.33 square miles and has a base population of roughly 62,6401 with the median household income estimated at over $62,781 annually which is below the Los Angeles County median household income ($71,358). (U.S. Census Bureau)

The City of Montebello provides important public transit services through the Montebello Bus Lines (MBL). MBL is a public transit service for purposes of commuting to work, shopping and recreational needs.

The demographics of MBL will provide the basis to set forth the Four-Factor analysis to determine the appropriate, reasonable, resource effective and meaningful access for LEP persons to MBL transit program and activities. In determining "reasonable," there are four factors to be considered:

Factor 1 - The Number and Proportion of LEP Persons Served or Encountered in MBL Service Area

MBL is the third largest municipal bus system in Los Angeles County, behind Long Beach Transit and Santa Monica's Big Blue Bus. With a fleet of 79 buses, MBL serves over 8 million passengers a year throughout the communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate and Whittier. MBL operates sixty-six (76) transit vehicles that provide service throughout several urbanized areas in Los Angeles County.

Montebello Dial-A-Taxi (DAT) provides transportation services for seniors over 62 in age and qualified disabled residents of any age and their attendants. The service utilizes vehicles equipped with wheelchair lifts upon request at the time of scheduling. DAT provides transportation service within the City of Montebello and medical trips within the designated DAT boundary service area.

MBL is also responsible for the operation of "Montebello LINK," which offers curb-to-curb shuttle service to and from the Montebello Metrolink Station and employment centers in Bell, Commerce, Montebello, Monterey Park, Pico Rivera, and Rosemead. The service is scheduled to meet each arriving and departing Metrolink train. In addition to providing transportation services, the department also maintains and services the Montebello Metrolink Station and 862 bus stops. Figure 1 of the Title VI Program identifies the public transit routes map.

To determine the communities of peoples who would be considered LEP persons, we have used the definition of a quarter-mile radius from all fixed route stops to establish a service area. All census block groups that fall within said quarter-mile radius were analyzed. This analysis identified 5 LEP groups that fall within the LEP Safe Harbor threshold, being: Spanish, Korean, Chinese, Vietnamese, and Tagalog. While Other Indo-European and Other Asian and Pacific Islander languages meet the thousand person LEP threshold, census data does not clarify what other languages or dialects these may be.

The table below shows a breakdown of all the languages identified using the Remix platform. The originating source of this data if from the Census Bureau American Community Survey 2020 5 Year Estimates, Table C16001. Languages that are shaded in light grey indicate the languages identified as LEP languages. Both population numbers and percentages are shown to justify why certain languages under the 5 percent threshold still meet LEP criteria.

Language at Home by English ability		
Source: ACS 2020 5 Year Estimates via Remix Platform		
Languages:	**Total**	**Percentage**
English	109,450	32%
Spanish	175,651	52%
French, Haitian, or Cajun	562	0%
German or other West Germanic languages	327	0%
Russian, Polish, or other Slavic languages	953	0%
Other Indo-European languages	3,803	1%
Korean	5,839	2%
Chinese (incl. Mandarin, Cantonese)	29,894	9%
Vietnamese	5,355	2%
Tagalog (incl. Filipino)	3,242	1%
Other Asian and Pacific Island languages	4,686	1%
Arabic	489	0%
Other and unspecified languages	394	0%
Total	**340,643**	**100%**

Generally, identifying any community where the LEP population equals five (5) percent or more than 1,000 persons in a given language automatically triggers providing language assistance services as a mandatory and normal part of the LEP Plan operation.

A review of Table Language at Home by English Ability concerning the percentage of LEP persons in MBL service area, revealed that two groups Spanish (52%) and Chinese (9%) had at least five (5) percent of its respective population that speaks a language other than English. Korean, Vietnamese, and Tagalog all qualify as LEP languages under the 1,000 person or more Safe Harbor threshold.

MBL further used the 2020 ACS Census Data for all cities serviced by Montebello Bus Lines in order to confirm the same LEP trends seen from the Remix Platform analysis. The only city that was not included in this analysis was City of Los Angeles due to the enormity in geographic size and population. By adding the City of Los Angeles, data trends would have been skewed towards the needs of the City of Los Angeles proper since their total population is approximately 3,747,051 (ACS 2020 5Y Estimates). Considering that the population of persons living within our defined service area is approximately 340,643, the addition of City of L.A.'s data would not be as reflective to MBL's service area's needs for translations of vital documents.

The table LEP Populations in MBL Service Cities*, which may be found below, reflects the total population of all MBL service cities not including the City of Los Angeles as denoted by an asterisk at the end of the table title. Language groups identified in light grey are the languages that meet LEP thresholds of 5% from total population or more than 1,000 persons. Please note that this further analyzes the surrounding communities beyond the MBL service area.

LEP Populations in MBL Service Cities*			
Source: ACS 2020 5 Year Estimates, Table C16001			
Total: 627,856			
Language Group	Total in Language Group	Speak English "less than very well"	
Speak only English	195,997		
Spanish:	285,582	104,561	17%
French, Haitian, or Cajun:	727	83	0%
German or other West Germanic languages:	771	101	0%
Russian, Polish, or other Slavic languages:	833	264	0%
Other Indo-European languages:	5,986	1,795	0%
Korean:	7,008	3,805	1%
Chinese (incl. Mandarin, Cantonese):	92,645	63,165	10%
Vietnamese:	17,981	12,390	2%
Tagalog (incl. Filipino):	8,010	2,490	0%
Other Asian and Pacific Island languages:	10,524	5,544	1%
Arabic:	925	199	0%
Other and unspecified languages:	867	154	0%
Total:	**627,856**	**194,551**	**31%**

The results from the Cities' populations reflected the same trends seen from the Remix platform data. Spanish, Korean, Chinese, Vietnamese, and Tagalog were all identified as LEP languages. It is important to mention that the same reason carries for why Other Asian and Pacific Islander and Other Indo-European languages were not added. Since the census does not provide further data in what these dialects may be, they are not considered in the LEP language selection process.

Factor 2 - The Frequency with Which LEP Individuals Come into Contact with MBL Services

The MBL system is the service with the most frequency with which LEP individuals come into contact with MBL services. MBL has proactively posted public information in English, Spanish and Chinese at the following locations:

- On the MBL's website at: cityofmontebello.com/civil-rights.html
- MBL's Customer Service Center
- At public and project meetings on subjects related to the MBL
- At transit stations
- On transit vehicles

As an ongoing effort to define the LEP needs at transit related public participation events, MBL will conduct a Public Participation Survey in English, Spanish and Chinese at meetings(s) to enable MBL to collect data to identify residents and communities who are LEP. Completion of the survey, by the public, is voluntary. Along, with the voluntary survey, staff will conduct a visual assessment of the public participation as another means to collect data. The Public Participation Visual Tally (Attachment 2) will be used as an indirect method for collecting data when at least 50 percent of the participants do not complete the public participation survey. Employees will use their best judgment when physically counting the participants in regard to the demographics, such as race, age and gender. When conducting a visual count, the public participant's demographic data should be reported as a percentage of the total participants. Refer to Attachments 1 and 2 for examples of public participation data collection forms.

Factor 3 – Nature and Importance of the Services Provided

MBL assessed the nature and importance of the services provided to the public through MBL's transit operations. It is apparent Transit Operations has the greatest importance of services to LEP individuals due to the day to day contact the division has with transit patrons. Day to day contact include the running of service by Bus Operators, and the contact the customer service teams has with patrons within the customer service center. Therefore, the more likely LEP services other than English will be needed.

MBL will not deny or delay access to services or information for the LEP individual. Procedures will be in place to provide language assistance to LEP individuals as part of the standard business practices. The standard business practices to LEP individuals will include, upon request:

- Translation of vital bus service documents such as complaint forms and procedures in English, Spanish, Chinese, Korean, Vietnamese, and Tagalog.
- Appoint Spanish, Chinese, Korean, Vietnamese, and Tagalog translators at public participation events, upon request.
- Advise the public that MBL provides free LEP services to its programs and activities.

Factor 4 - Resources Available to Assure Meaningful Access to the Services by LEP Persons

MBL recognizes that, within the range of programs and services it provides, the transit services are most like to be used by LEP persons on a daily basis. While it is MBL's intent to provide meaningful access to all participants and eligible persons, the availability of resources may limit the provision of language services in some instances. MBL will explore the variety of tools that are available to provide efficient, effective and meaningful LEP services. MBL will:

- Consider utilizing advances in language translation software technology.
- Train existing bilingual staff to provide simple interpretations and translations.
- Use telephonic conferencing interpretation services.
- When needed, use qualified written translators to ensure that vital documents, that are requested to be translated; are accurately translated.

Currently, MBL already counts with qualified written translators that can translate written notices to the public if given enough time in anticipation. Bilingual staff assistance with in person interpretations when needed as well.

Cost for providing language assistance will not be passed on to the customer. MBL will continue to evaluate the costs associated with providing LEP services and in future years.

4. How MBL Will Provide Language Assistance

A. Providing Notice to LEP Individuals

Language assistance will be provided to LEP individuals through the translation of vital documents, as well as through oral language interpretation when necessary and possible. LEP individuals are not obligated to provide their own interpreter, although many do so.

The LEP Plan will reflect the overall goal of improving and maintaining language access for MBL customers as transit riders and project recipients. The intent is to achieve a balance that ensures meaningful access to programs and services while avoiding undue burdens on MBL resources. It is important to let LEP individuals know that services are available in Spanish, Chinese, Korean, Vietnamese and Tagalog and are free of charge. MBL will continue to use existing resources to meet the requirements of Executive Order 13166. The most widely used LEP services will be translating oral and written communications. Some written and oral translated notifications will include:

- Include the Title VI Notice of Civil Rights in our transit schedules.
- Provide web site information in Spanish, Chinese, Korean, Vietnamese, and Tagalog by using the "translate this webpage" feature on the MBL website.
- Provide Spanish, Chinese, Korean, Vietnamese, and Tagalog translator services at public meetings, as needed.
- Work with minority and low-income community-based organizations to inform LEP individuals of the programs, activities and language assistance availability, as needed.
- Include vital notices in local Spanish, Chinese, Korean, Vietnamese, and Tagalog newspapers and media outlets, as needed.

B. Communicating with LEP Individuals

Based on the Four-Factor analysis, the frequency of contact with LEP individuals will be for transit services and oral communication will most likely occur by in-person contact or telephone.

To ensure MBL makes reasonable efforts to provide language assistance as needed for in-person contact with LEP individuals and with unexpected out-of-country visitors, language identification cards Language Identification I Speak ("I Speak"), which invite LEP individuals to identify their language, will be used to identify the language being spoken. Refer to Attachment 3 for the 38 languages on the "I Speak" listing. The Census Bureau has made the listing available at https://www.lep.gov/translation.

MBL staff will use the following steps to orally communicate with LEP individuals.

WALK-IN SERVICE (STEPS 1-8)

The following are considerations on how to assist a walk-in LEP individual:

1. Attempt to communicate in English first to determine if the customer can understand English sufficiently to be fully understood.
2. If customer cannot understand or effectively communicate in English, determine the language they are speaking. If you recognize the language the customer is speaking but do not speak their language, skip to Step 4.
3. If you cannot recognize the language the customer is speaking, show them the Language Identification I Speak listing so the customer can point to his/her language.
4. Quickly determine if any of the bilingual employees, working nearby, speak the requestor's language and are willing to interpret. If no one is immediately available; use the telephone interpreting (Phone-In-Service) services for interpreting.
5. The interpreter is to determine the customer's needs, request, comment or complaint. Determine the appropriate contact to respond and have interpreter assist in a timely manner to the LEP individual.
6. Give the LEP person a Title VI brochure in their language, if available.
7. Make every effort to give the LEP customer the same level of service as an English-speaking customer.

PHONE-IN SERVICE (STEPS 1-4)

The following are considerations on how to assist a phone-in LEP individual:

1. Attempt to communicate in English first. If not possible to effectively communicate in English, determine the language being spoken.
2. Quickly determine if any of the bilingual employees, working nearby, speak the requestor's language and are willing to interpret. If no one is immediately available; use the telephone interpreting services or Internal Staff Bi-Lingual Listing for interpreting.
3. The telephone interpreting service determines the customer's need, request, comment, or complaint and relays it to the appropriate contact person to ensure a response is relayed to the LEP individual.

4. Quickly determine if any of the bilingual employees speak the necessary language and are able to interpret. Make every effort to give the LEP individual the same level of service as an English-speaking customer.

5. Assessing Language Assistance Measures

MBL will continuously assess the type of language assistance available to provide meaningful access to services and activities. The language assistance measures include:

A. Quality Standards for Translated Documents

As with oral interpreters, translators of written documents should be competent. Many of the same considerations apply; however, the skill of translating is very different from the skill of interpreting, and a person who is a competent interpreter may or may not be competent to translate and vice versa. Particularly where vital documents are being translated, competence can often be achieved by use of certified translators.

B. Vital Documents

It is important to make an assessment as to the population percentage that do not speak English very well and the frequency and importance of the contact while considering the potential for translating vital documents. The program areas most likely to encounter the need to translate vital documents are public involvement, public information, and transit services.

Examples of vital documents for translation:

- Applications, consent forms and complaint forms.
- Letters containing important information regarding participation in a program or activity.
- Notices pertaining to reduction, denial or termination of services or benefits and of the right to appeal such actions.
- Information on the right to file complaints of discrimination and how.
- Information on the provision of services to individuals with disabilities.
- Notices advising LEP persons of the availability of free language assistance.
- Violation or deficiency notices.
- Emergency notices for transit services.
- Notices of proposed public hearings regarding proposed transit plans, projects, or changes.
- Signs in reception area and other points of initial entry.

Whether or not a document (or the information it solicits) is “vital” will depend on the importance of the program, information, encounter, or service involved, and the consequence to the LEP individual if the information in question is not accurate or timely. Where appropriate, program managers are encouraged to create a plan for consistently determining, over time and across their various activities, what documents are “vital” to the meaningful access of the LEP populations they serve.

Awareness of rights and services is an important part of “meaningful access,” as a lack of awareness may effectively deny LEP individuals meaningful access. Where program managers are engaged in community outreach efforts as part of their programs and activities, they should regularly assess the needs of the populations frequently encountered or affected by the program to determine whether certain critical

outreach materials should be translated. Community organizations may be helpful in determining what outreach materials may be most helpful to translate, and some translations may be made more effective when done in tandem with outreach methods including using ethnic media, schools and religious and community organizations to spread a message.

Sometimes a very large document may include both vital and non-vital information. This may also be the case when the title and a phone number for obtaining more information on the contents of the document is critical in frequently encountered languages other than English, but the document is sent out to the general public and cannot reasonably be translated into many languages. In a case like this, vital information may include, for instance, providing information in appropriate languages regarding where an LEP individual might obtain an interpretation or translation of the document.

C. Translating Written Documents

MBL will make every attempt to provide adequate and timely written translations through the following means:

- Attempt to determine the language that the "received" document is written in. If the language of the document is not readily apparent, compare it to the US Census Language Identification — "I Speak" to determine the language.
- Once the language has been identified, contact an interpreter or translator to translate the entire document.
- Determine what the LEP individual requested and determine who should respond. Inform the appropriate contact person that the document has been received and relay the importance of a timely and quality response.
- Ideally, the translated version of a document should be released when the English language version is released. If this is not possible or would substantially delay release of the English version, the translated version should be distributed as soon as possible after the distribution of the English language version.
- Include a phone number in the document in order to provide better service and be able to use the telephone interpreting services for oral translations, if appropriate.
- Make every effort to give the LEP individual the same level of service as an English-speaking customer.

Consideration should be given to the varying levels of reading abilities when translating written documents. Translating documents for LEP to a fourth (4th) grade literacy level ensures the targeted audience understands the information. Community-based organizations or focus groups can assist with testing translations for language and literacy level appropriateness.

6. Language Assistance Resources

MBL will continuously refer to language assistance tools to improve upon its existing LEP services. A consideration, on which additional tools may be used, is contingent on MBL's program budget; however, efforts will be made to provide effective and efficient LEP language services using the following resources:

Bilingual Staffing – Where possible, identify existing bilingual staff, which have been tested by the Human Resources Department as capable of providing the oral and or written bilingual services to assist with LEP

customers. When needed, existing bilingual staff will be used for interpreter services with the permission of the employee's manager. MBL will maintain a listing with extension numbers for bilingual staff approved by the Human Resources Department by language.

"I Speak" Language Identification Listing to Identify Languages – To identify LEP individuals who need language assistance, "I speak" language identification can be used when first encountering an LEP individual. The listing, developed by the U.S. Census Bureau, has the phrase "Mark this Box if you read or speak (name of language)" translated into 38 different languages. It is used by the government and non-government agencies to identify the primary language of LEP individuals during face to face contact. The Census Bureau's Language Identification I Speak listing can be downloaded for free at: http://www.lep.gov/resources/ISpeakCards2004.pdf. The language listing will be available at the public service counter.

Qualified Interpreters – Qualified interpreter means an interpreter who is able to interpret effectively, accurately, and impartially, either for individuals with disabilities or for individuals with limited English skills. The interpreter should be able to interpret both receptively and expressively, using any necessary specialized vocabulary.

Although the use of an interpreter who is qualified is essential, it does not necessarily mean formal certification as an interpreter is required. Certification may be helpful; but, at a minimum, a qualified paid interpreter needs to:

- Be proficient in and have the ability to communicate accurately in both English and in the other language, as well as employ the appropriate mode of interpreting (e.g. consecutive, simultaneous, summarization, or sight translation).
- Have knowledge in both languages of any specialized terms or concepts peculiar to the program.
- Understand and follow confidentiality and impartiality rules to the same extent as an MBL employee for whom they are interpreting or to the extent that their position requires.
- Understand and adhere to their role as interpreter without deviating into a role as counselor, legal advisor, or other inappropriate role.

Telephone Interpretation – Consider contracting with an Over-The-Phone Interpretation service. MBL will conduct further research to identify an Over-The-Phone Interpretation service which provides telephone interpreting services, during business hours, for LEP individuals.

The use of telephone interpreting services will:

- Increase responsiveness to non-English speaking callers.
- Increase the ability to communicate equitability with non-English speaking callers.
- Increase responsiveness in the caller's preferred language.
- Demonstrate MBL's efforts to comply with LEP requirements.
- Measure and report the interpreter services effectiveness.

Language services should be provided at a time and place that avoids the effect of denying access to the service or benefit of the program; however, in some situations, it may be reasonable to ask the LEP individual to return at a specified date and time to allow time to arrange for interpreter services.

External Interpreter/Translation Services – In the event external interpretation/translation services are needed, MBL will research the availability of external Interpreter/Translation Services, such as a consultant. One such research method will be the Internet for businesses who provide the services locally.

Other Useful Resource - The U.S. Department of Justice (USDOJ) has developed the www.lep.gov website under the Interagency Working Group on LEP, and the information on the website consists of representatives from over 35 agencies. The website includes links to Executive Order 13166 and the USDOJ guidance documents. It also acts as a clearinghouse, providing links to information, tools, and technical assistance regarding LEP and language services for federal agencies, recipients of federal funds, users of federal programs and federally assisted programs, and other stakeholders.

7. Training

Training staff on the procedures of providing language assistance and how to determine whether and what type of language services a customer needs is essential to bridging the gap between policies or procedures and actual practices. Training will include how to obtain language assistance services and how to communicate needs to interpreters and translators. Providing language assistance in some program areas may also mean avoiding acronyms or industry jargon.

MBL Title VI Coordinator will be responsible to ensure staff obtain LEP training at the same time as the Title VI Program training: on a triennial basis, or more often as necessary. The Title VI Coordinator will maintain records of staff that complete the training.

Supervisors and managers will be trained even if they do not interact regularly with LEP individuals to ensure that they are fully aware of and understand the LEP Plan. The training will enable the supervisors and managers to reinforce the LEP Plan importance and ensure its implementation by staff.

A. Language Assistance

In determining what language assistance MBL will provide LEP individuals to ensure their meaningful access to the office's services, benefits, and activities, MBL staff will be trained on the importance of assessing and analyzing the following factors when considering LEP services.

- How important is the service, benefit, or activity that MBL provides? For example, if a LEP individual cannot access the service, benefit, or activity in a language they understand, will the individual be deprived of critical services, such as the ability to exercise his or her legal rights or receive a transit benefit for which the individual is eligible? If so, MBL should focus on improving access for LEP individuals to this service, benefit or activity.
- If the office does not provide a critical service, benefit, or activity, what impact will the denial or delay of the service, benefit, or activity have on actual and intended beneficiaries? The office should consider the long-and short-term impact on beneficiaries when determining what language assistance is appropriate.
- What are the points of contact where LEP individuals interact with the office services? What language assistance will be provided to LEP individuals for each point of contact?
- How can staff access the language assistance the office provides?

- Be aware of the types of voluntary language services that exist at MBL to provide language assistance.
- Identify how existing staff can provide language assistance through verbal and/or written translation skills.
- Follow the steps on how to respond to LEP callers, written communication and in-person contact.

B. Translation and Interpretation Principles

MBL must ensure competency of its external interpreters and translation service consultant(s). The translation and interpretation assistance principles will be provided in the LEP training as a guide to improve access for LEP individuals.

Translation is the rendering of a written text from one language (source language) into another language (target language). Interpretation is the immediate rendering of oral language from the source language into the target language.

- Demonstrate proficiency and the ability to communicate information accurately in both English and in the other language and are able to identify and employ the appropriate mode of interpreting (e.g., consecutive, summarization, or sight translation.)

    - Ensure the competence of translators--Consider certified translators.
    - Ensure translators understand the expected reading level of the audience.
    - Ensure translators, where appropriate, have fundamental knowledge about the target language group's vocabulary and regionalisms (dialects).
- Have knowledge in languages of specialized terms or concepts of the program or activity.
- Have knowledge of any particularized vocabulary and phraseology used by the LEP individual.
- Understand and follow confidentiality and impartiality rules to the same extent an MBL employee for whom they are interpreting or to the extent that their position requires.
- Understand and adhere to their role as interpreters without deviating into a role as a counselor, legal advisor, etc.
- Provide service in a timely manner.
- Consider using telephone interpreter lines that offers speedy interpreting assistance in many different languages. Particularly appropriate where the mode of communicating with an LEP individual regardless of language proficiency occurs over the phone.
- Consider using family and friends. You should not plan to rely on a LEP individual's family members, friends, or other informal interpreters to provide language assistance services to important programs and activities; however, where LEP individuals so desire, they should be permitted to use, at their own expense, an interpreter of their own choosing in place of, or as a supplement to, the free language services you offer.

8. Technical Assistance

MBL will continue to use FTA to ask questions and obtain technical assistance on LEP matters. This includes advice about LEP requirements and the FTA Policy Guidance Concerning Recipients Responsibilities to LEP Persons—handbook. On occasion, MBL may also contract with a consultant to obtain technical assistance, training and other services to ensure MBL is compliant with LEP requirements.

9. Complaint Process

Any LEP complaints by and individual may use the *Title VI Complaint Process and Form* document to guide and submit a formal complaint. Complaint forms are available at our Customer Service office or may be downloaded from our website ad submitted in person. All forms are available in LEP languages for patrons to use.

10. Monitoring and Updating the Language Assistance Plan

The Title VI Coordinator shall monitor implementation of the Plan, making revisions to policies and procedures as may be required periodically. In monitoring compliance, an assessment will be made whether the program's procedures allow LEP individuals to overcome language barriers and participate in a meaningful way in the program activities and services.

Monitoring shall consider information from the following sources and criteria, as well as other factors as may be appropriate:

- Review the Four Factor Analysis
- Identify any changes in language demographics that will require language assistance
- Identify the frequency of encounters with LEP persons
- Whether existing LEP language services are adequate
- Identify new language resources, including software technology, when warranted

A tool in determining frequency of contact with LEP individuals is data collection. As soon as the interpreter/translation assistance is provided, the services can be documented by completing a LEP Reporting Form. Once the form is completed it will be sent to the Title VI Coordinator annually and included on the LEP Annual Report Form (Attachment 4). Information from this form will be analyzed to determine if a change needs to occur in the LEP services that are being provided.

11. Definitions

- **Bilingual –** The ability to speak two languages fluently and to communicate directly and accurately in both English and another language.
- **Interpretation –** The act of listening to spoken words in one language (the source) and orally translating into another language (the target).
- **Limited English Proficient Person** – Any individual who does not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP." Such person or persons may be entitled to language assistance at no cost to themselves with respect to a particular type or service, benefit, or encounter.
- **Linguistically Isolated –** This term is described in the census as the percentage of person in the households in which no one over the age of 14 speaks English well, and is used as a direct measure of those persons with a severe language barrier, as a distinct from those of foreign origin who speak English well. Those who are linguistically isolated may also be unable to

benefit from transportation services and the services of other DOT recipients and, therefore, should receive attention from recipients as a high priority.

- **Primary Language –** The Language in which an individual is most effectively able to communicate.
- **Qualified Interpreter–** Qualified interpreter means an interpreter who is able to interpret effectively, accurately, and impartially, either for individuals with disabilities or for individuals with limited English skills. The interpreter should be able to interpret both receptively and expressively, using any necessary specialized vocabulary.
- **Substantial number of non- or limited-English speaking people –** Members of a group who either do not speak English, or who are unable to effectively communicate in English because it is not their native language, and who comprise of five percent or more of the people service by any local office or facility of a State agency.
- **Translation –** The replacement of written text from one language into an equivalent written text in another language. It is noted that some LEP persons cannot read in their own language and back-up oral interpretation services may be needed for written documents.
- **Vital Documents –** Documents that convey information that critically affects the ability of the recipient/customer to make decisions about his or her participation in the program. Examples of vital documents include but are not limited to: applications, public notices, consent forms, letters containing important information regarding participation in a program, eligibility rules, notices pertaining to the reduction, denial or termination of services or benefits, right to appeal, notices advising of the availability of language assistance, and outreach and community education materials, and notices advising LEP person of the availability of free language services.

12. Contact Information

MBL posts Title VI general notices, including this plan, on our website at: https://www.montebelloca.gov/departments/transit/civil_rights/title_vi_compliance.

Any questions regarding this plan may be directed to:
Montebello Bus Lines
Attn: Transit Operations Manager
400 S. Taylor Ave. Montebello, CA 90640.
Phone: (323) 558-1625 Email: ridembl@montebelloca.gov

Public Participation Survey

The following information is being collected by Montebello Bus Lines (MBL) in order to comply with Title VI of the Civil Rights Act of 1964, *Nondiscrimination in Federally Assisted Programs*. Please take a few moments to complete the following questions. The data you provide will enable MBL to identify residents and communities impacted by federally funded projects/or activities. Please check the appropriate boxes with an "X" that best describes you. Completion of this information is *voluntary.*

Today's Date: _____

Sex ☐ Male ☐ Female

Ethnicity ☐ Hispanic or Latino ☐ Not Hispanic or Latino

Race

☐ American Indian or Alaska Native
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ Asian
☐ White
☐ Other

_____

Disability ☐ Yes ☐ No

Age ☐ Under 40 ☐ Over 40

Income

☐ $26,200 or less
☐ Over $26,200

Language

What language is primarily spoken in your household? _____

How many people in household? _____

How often do you utilize MBL transit services?

☐ Daily
☐ Weekly
☐ Monthly
☐ Occasionally

How often do you participate in MBL related programs or services? _____

☐ Daily
☐ Weekly
☐ Monthly
☐ Occasionally

What is the highest degree or level of school you have completed?

Some High school / No diploma	☐	Some College / No Degree	☐	Bachelor's Degree	☐
High School	☐	Associate degree	☐	Master's Degree	☐

Categories and Definitions

The minimum categories for data on race and ethnicity for federal statistics, program administrative reporting, and civil rights compliance reporting are defined as follows:

a. **American Indian or Alaska Native** – a person having origins in any of the original peoples of North and South American (including Central America), and who maintains tribal affiliation or community attachment.
b. **Asian** – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
c. **Black or African American** – a person having origins in any of the black racial groups of Africa.
d. **Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
e. **Native Hawaiian or Other Pacific Islander** – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
f. **White** – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Public Participation Visual Tally

Program:_____ Project No. /Activity:_____ Type of Event:_____ Date of Event: _____ Location: _____ ADA Accessible: Yes/No _____
Purpose: _____ Event Coordinator: _____

CATEGORIES	TALLY	TOTAL or PERCENTAGE*
Gender		
Female		
Male		
Ethnicity		
Hispanic or Latino		
Not Hispanic or Latino		
Race		
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
Limited English Proficiency Service Needed (Identify the Language Spoken)		
Disability		
Yes		
No		
Age		
Under 40		
Over 40		

**Please note when conducting a visual count, it is suggested the participant's demographic data, such as ethnicity, race, age, sex, etc., be reported in percentages.*

2004 Census Test

United States Census 2010

LANGUAGE IDENTIFICATION FLASHCARD

☐ ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
☐ Խնդրում ենք նշում կատարել այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն:	2. Armenian
☐ যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।	3. Bengali
☐ ឈូមបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។	4. Cambodian
☐ Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.	5. Chamorro
☐ 如果你能读中文或讲中文，请选择此框。	6. Simplified Chinese
☐ 如果你能讀中文或講中文，請選擇此框。	7. Traditional Chinese
☐ Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.	8.Croatian
☐ Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.	9. Czech
☐ Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	10. Dutch
☐ Mark this box if you read or speak English.	11. English
☐ اگر خواندن و نوشتن فارسي بلد هستيد، اين مربع را علامت بزنيد.	12. Farsi

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☐ Cocher ici si vous lisez ou parlez le français.	13. French
☐ Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
☐ Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
☐ Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
☐ अगर आप हिन्दी बोलते या पढ़ सकते हों तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
☐ Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
☐ Jelölje meg ezt a kockát, ha megérti vagy beszéli a magyar nyelvet.	19. Hungarian
☐ Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
☐ Marchi questa casella se legge o parla italiano.	21. Italian
☐ 日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
☐ 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
☐ ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
☐ Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

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☐ Assinale este quadrado se você lê ou fala português.	26. Portuguese
☐ **Însemnaţi această căsuţă dacă citiţi sau vorbiţi româneşte.**	27. Romanian
☐ Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
☐ **Обележите овај квадратић уколико читате или говорите српски језик.**	29. Serbian
☐ Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
☐ Marque esta casilla si lee o habla español.	31. Spanish
☐ Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
☐ **ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.**	33. Thai
☐ Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
☐ Відмітьте цю клітинку, якщо ви читаєте або говорите українською мовою.	35. Ukranian
☐ اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
☐ Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
☐ באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

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Attachment 4

Montebello Bus Lines--- LEP

Annual Report Summary of LEP Requests

for Federal Fiscal Year _____

Date of Request	Request Type (Document/Audio/Verbal)	Language Requested (as applicable)	Request Received Via (Select mode: Email, In-person, Website telephonic)	Request Location (as applicable)	Date of Response	Translation Service(s) Provided (Employee Interpreter/Consultant Interpreter/ Written Materials)	Notes

Reviewed by _____

Completed and submitted annually to:

Montebello Bus Lines
Attn: Transit Operations Manager
400 S. Taylor Avenue
Montebello, CA 90640
(323) 558-1625 EXT 203
tgrensavitch@cityofmontebello.com

TITLE VI PROGRAM

PUBLIC PARTICIPATION PLAN

APPENDIX C

NOVEMBER 2022

Montebello BUS LINES

400 S. Taylor Ave., Montebello, CA 90640

Public Participation Plan

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Introduction

MBL acknowledges public involvement is fundamental and essential in achieving equitable program, services and activities. In accordance with the current guidelines relative to Title VI, MBL has prepared a Public Participation Plan which describes proactive public outreach strategies and procedures to promote and monitor public involvement of all persons, including, but not limited to, minority individuals, persons with Limited English Proficiency (LEP), low-income populations, employees, the general public, public transit users and other interested parties in communities affected by MBL programs and services in transit planning/decision-making activities. MBL seeks out and considers the viewpoints of all communities in the course of conducting public outreach and involvement activities.

1. Public Participation Objectives and Strategy

Truly meaningful public involvement requires an informed public. Accordingly, it is MBL's objective to encourage the public to express their needs and concerns so that transportation decisions better reflect community values, interests, and needs. Early and on-going education of stakeholders on transportation decisions relative to the MBL service area is at the forefront of MBL's public outreach objectives, additional objectives include:

- Ensure that minority and low-income communities, people with Limited English Proficiency (LEP) and individuals with disabilities are included in the public participation and engagement process for all MBL projects, programs and initiatives.
- Schedule meetings at times and locations that are convenient and accessible for all, including minority, LEP and low-income communities.
- Use different meeting sizes or formats or varying the type and number of mediums used to announce public participation opportunities, so that communications are tailored to the particular community or population.
- Coordinate with community- and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority, LEP and low-income communities.
- Provide opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

MBL's public participation strategy offers early, continuous, and accessible opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transit decisions through implementation of the following measures:

- Reaching people within their own communities and during existing meeting schedules.
- Providing provisions of LEP interpreters at meetings.
- Presentations focused to specific interests of groups.
- Placement of meeting announcements and flyers utilizing different mediums of media.
- On-going identification of barriers to public participation and development of responsive actions plans, as necessary.

2. Identification of Stakeholders

MBL defines stakeholders to be individuals or organizations who are either directly or indirectly affected by a plan, project, or program based on decisions related to recommendations or implementation actions. Those individuals who may be adversely affected or who may be denied benefit of a plan's recommendation(s) are of particular interest in the identification of specific stakeholders.

General stakeholders within the MBL service area include, but are not limited to:

- All fourteenth (14) cities and unincorporated communities
- Public (including minority, LEP, low-income, elderly, and disabled)
- Community Partners
- Major Employers near the MBL service area
- Major Colleges, Universities, and School Districts including but not limited to:
    - Montebello Unified School District
    - El Rancho Unified School District
    - Los Angeles Unified School District
    - Whittier Union High School District
    - East Whittier City School District
    - Alhambra Unified School District
    - Garvey School District
    - East Los Angeles College
    - Whittier College
    - Biola University
- Southern California Regional Rail Authority
- California Department of Transportation
- Southern California Association of Governments
- Gateway Cities Council of Governments
- San Gabriel Valley Council of Governments
- Los Angeles County Metropolitan Transportation Authority (as the Regional Transportation Planning Agency)
- Montebello Bicycle Coalition
- Montebello City Commissions
- Montebello Chamber of Commerce
- Other private business communities
- Major Hospitals along service area
- Non-profit organizations
- Other regional and municipal transit providers such as:
    - Los Angeles County Metropolitan Transportation Authority (as the regional county bus operator)
    - City of Commerce Transit
    - Foothill Transit
    - Norwalk Transit
    - Monterey Park Spirit Bus
- Transit Advocacy Groups
    - LA Marketing Exchange
    - Gateway Cities Transit Providers
    - LACMTA Bus Operators Subcommittee and Service Councils.

MBL's Public Participation Plan includes targeted outreach strategies to specific populations of stakeholders that are traditionally underserved, such as minorities, populations with Limited English proficient (LEP) and low-income populations.

A. Minority Populations

Part of the Public Participation Plan's strategy is to identify minority populations within MBL's service cities. According to the U.S. Census Bureau, 4,556,503 residents exist within the 14 cities and unincorporated communities that MBL serves as depicted in the table below. Please note: while MBL services the City of Los Angeles (pop. 3,898,747 - 2020 Decennial Census), MBL only services the eastern and downtown portions on City of Los Angeles proper.

As indicated in the table below, Hispanic / Latino individuals are the largest minority, with 62.1 percent of the total population. Asian and African American persons account for 22.4 percent and 2.2 percent of the population, respectively. A small number of Native American / Alaska Natives and Native Hawaiian and Pacific Islander individuals account for less than 1 percent each.

Ethnicity Breakdown by Service City

Source: U.S. Census Bureau - Population 2020 QuickFacts

City / Ethnicity	White - not Hispanic or Latino	African American	Hispanic or Latino	Asian	Pacific Islander/ Native, Hawaiian	Native American	Other	Totals
Alhambra	8.8%	2.4%	34.9%	52.0%	0.3%	0.7%	0.0%	82,868
Bell Gardens	2.0%	1.3%	96.2%	0.0%	0.0%	0.0%	0.0%	39,501
Commerce	2.3%	0.1%	95.2%	0.1%	0.0%	2.9%	0.1%	12,867
La Mirada	32.9%	1.3%	32.9%	21.0%	0.1%	0.7%	0.1%	48,008
Los Angeles	28.5%	8.8%	48.1%	11.8%	0.2%	0.7%	0.4%	3,898,747
Montebello	6.6%	0.9%	79.0%	13.4%	0.1%	0.8%	0.0%	62,640
Monterey Park	5.0%	0.7%	27.4%	65.8%	0.3%	0.7%	0.1%	61,096
Pico Rivera	4.8%	0.9%	90.5%	3.6%	0.1%	0.8%	0.1%	62,088
Rosemead	4.0%	0.4%	30.0%	64.2%	0.2%	0.9%	0.0%	51,185
San Gabriel	10.8%	0.7%	23.6%	62.7%	0.1%	0.4%	0.1%	39,568
Santa Fe Springs	12.8%	3.9%	74.8%	6.8%	0.0%	0.5%	1.2%	17,681
South Gate	3.0%	0.5%	95.3%	0.8%	0.2%	1.0%	0.0%	92,726
Vernon	6.0%	8.0%	75.6%	6.0%	0.0%	1.0%	0.0%	222
Whittier	24.5%	1.5%	65.8%	5.3%	0.0%	1.1%	1.0%	87,306
Totals	**10.9%**	**2.2%**	**62.1%**	**22.4%**	**0.1%**	**0.9%**	**0.2%**	**4,556,503**

In order to get a closer picture of the minorities MBL serves, MBL utilizes the Remix platform to get estimates of minorities that live within a quarter-mile radius from a fixed route stop. Remix utilizes the U.S. Census' *2020 American Community Survey 5 Year Estimates* to capture the racial and ethnic background of peoples within MBL's service area, then provides a breakdown

of demographics by Hispanic or Latino origin. The table *Race by Hispanic/Latino Origin – MBL Service Area* below provides that insight.

Race by Hispanic/Latino Origin - MBL Service Area			
Source: ACS 2020 5 Year Estimates, Table B03002 via Remix Platform			
Race	Hispanic/Latino Origin	Not Hispanic/Latino Origin	Total
White Alone	29.8%	9.9%	143,860
Black or African American Alone	0.3%	2.7%	10,774
Native American and Alaska Native Alone	0.6%	0.3%	2,989
Asian Alone	0.2%	17.6%	64,611
Native Hawaiian and Other Pacific Islander Alone	0.0%	0.1%	595
Some Other Race Alone	31.3%	0.4%	114,825
Two or More Races	5.4%	1.2%	23,970
Totals:	**67.7%**	**32.3%**	**361,624**

The table above closely demonstrates similar demographics between our service cities and our service area. Races and ethnicities percent averages from service cities to service area remain within a delta of approximately 5-6%. Hispanic/Latino demographic group is the largest minority group in our service area at 67.7% and is composed from many people of different backgrounds. Asian and African American (non-Hispanic/Latino) persons account for 17.6% and 2.7% of the population, respectively. A small number of Native American / Alaska Natives and Native Hawaiian and Pacific Islander individuals account for less than 1 percent each.

MBL uses minority population information in order to ensure equal access among all demographics. Using the maps generated by Remix (found within Title VI Program), MBL can identify what areas have bigger concentrations of minorities and see what transit resources are available. MBL would then be able to plan outreach with community leaders accordingly.

B. Limited-English Proficient Populations and Public Participation

Individuals who have a limited ability to read, write, speak, or understand English are limited English proficient, or ‘‘LEP.” Consistent with MBL’S *Language Assistance Plan* (Appendix B), reasonable efforts will be made to engage LEP populations utilizing techniques such as the development of public notices in appropriate non-English languages that will provide contact information where individuals can be informed of the affected project or services to provide input or comments. Among limited English speakers, Spanish and Chinese are the languages most frequently spoken by the communities that utilize MBL services. Tagalog, Korean, and

Vietnamese are seen much less frequently. When doing outreach, MBL will look at language demographic concentrations to ensure everyone has equal access to MBL programs. For more information on how MBL will make reasonable efforts to ensure equal access to LEP individuals, please consult the *Title VI Language Assistance Plan* (Appendix B).

C. Low-Income Populations

To ensure that low-income households are not under-served, MBL will identify populations within the service area with a per capita income of 100 percent or less of the national average in order to establish low-income thresholds. Low-income populations in the MBL service area should be given every reasonable opportunity to provide input on transportation plans and programs to avoid disproportionate harm; or lack of benefit of transportation programs and projects.

Methods of gaining input either directly or indirectly from low-income population groups include a wider range of notification techniques, focus group meetings or informal interviews, if required; and the use of agency or advocacy group contacts through non-profit or private organizations. Using technology as a bridge to allow everyone to provide input on MBL's programs and services, MBL will use digital platforms and surveys as to not impact low-income populations.

In response to Low-income feedback received and in support of MBL's low-income populations, MBL has joined Metro's Low-Income Fare is Easy Program (LIFE) along with Norwalk Transit System, Torrance Transit, Long Beach Transit, Culver City Bus, Antelope Valley Transit Authority, and Santa Monica's Big Blue Bus. The Low-Income Fare is Easy Program (LIFE) provides fare subsidy coupons or tokens for individuals that meet the requirements of the program. The coupons may be redeemed for daily, weekly, and monthly Metro passes, and EZ transit passes (a regional monthly pass).

Riders may redeem their LIFE subsidy coupons towards the purchase of an EZ transit pass (Adult, and Senior/Disabled/Medicare), Montebello Student Monthly pass (K-12th grade), and for TAP cash purse option at the City of Montebello's Transportation Department facility located at 400 S. Taylor Ave., Montebello, CA 90640.

Interested parties can contact the Human Services Association at (562) 806-5400 for more information. Additionally, MBL has posted the eligibility guidelines on how to qualify and on how to apply for RRTP subsidies on MBL's website: https://www.montebelloca.gov/departments/transit/fares/low-income_fare_is_easy_life

Additionally, Montebello Bus Lines now participated in the countywide GO Pass program, which provides K-12 students with a free transit pass (via contactless card) to be used within all participating county transit operators. MBL will be working together with local school districts for support of public outreach so students may participate in this program. For more information on the GO Pass, please visit https://www.metro.net/riding/fares/students-k-12/gopass/#gopass-program or consult your local school district.

3. Public Participation for Major Service and Fare Changes

In addition to the targeted outreach efforts identified above, MBL will utilize the City of Montebello Council meetings to announce proposed major changes to services and fares. Accordingly, the public will be notified of proposed major service or fare changes resulting in increases or decreases as well as identified potential disparate or disproportionate burden impacts. In addition, public comments will be presented to the City of Montebello Council prior to approval of the proposed major service or fare change.

The following procedures, strategies, techniques, and media will be utilized to engage and notify the public in the public hearing process prior to the City of Montebello Council approval:

- Place printed materials on buses: interior cards, flyers, and / or comment cards describing the proposed changes.
- Information available on website.
- Social media outlets: email blasts, Facebook, Twitter.
- Press releases and meetings with local media representatives.
- Presentations to professional, citizen, and student organizations.
- User and non-user surveys.
- Use of various illustrative visualization techniques to convey the information, including, but not limited to, charts, graphs, photos, maps, and the Internet

4. MBL Public Outreach Events During Last Reporting Period

Despite the last reporting period taking place during the Covid-19 Pandemic, MBL staff has conducted or participated in numerous community meetings, briefings or events throughout MBL's service area between 2019 and 2022. Additionally, MBL enhances the face-to-face outreach efforts documented above, with digital communication methods. Initially done for both the public and staff's wellbeing, MBL has discovered digital outreach to work very effectively for the public who cannot participate due to work or other responsibilities.

The following list identifies public outreach events attended by MBL staff during the period of July 2019 through August 2022:

MBL Public Participation and Outreach Events - Reporting Period FY19-22		
Event Date	**Event Title**	**Event Description**
8/27/2019	MBL Electric Bus Ribbon Cutting Ceremony	Geared toward the local media, visiting dignitaries and city staff to increase awareness of MBL's green initiatives. Visiting dignitaries and city staff were pleased to see MBL take such an important step forward in "going green" and the many new doors opened by this pilot program.

10/17/2020	City of Montebello Centennial	Aimed at serving as a good-will, public relations gesture to increase awareness that despite MBL's reduced service due to the COVID-19 pandemic, the agency stood ready to bring back service as safely and quickly as possible as current public health protocols allowed.
8/21/2021	Downtown Street Fest	Montebello Bus lines participated with an easy up, table, free-give away items and a rotation of staff throughout the day and night. The goal of MBL's participation in the event was to increase MBL's public relations image with the community and encourage ridership. Geared toward raising awareness of MBL's transit services and accessibility.
9/22/2021	MBL Clean Air Day Poetry Contest	Youth in grades Tk-12 were encouraged and invited to participate in Montebello Bus Lines' Clean Air Day Poetry Contest. The goal of the contest was to help teach youth the importance of clean air and how transit agencies like Montebello Bus Lines contribute significantly to this goal. Entries were taken from August 26, 2021 to September 22, 2021 with the winners of the contest recognized at the City of Montebello's Council Meeting on October 6, 2021. Aimed at engaging the next generation of MBL riders so that they might be able to learn about our services for their own uses, but also share with family and friends.
November 2021	MBL Customer Survey	In November 2021, Montebello Bus Lines announced a rider survey where it asked for riders to provide feedback so that the agency could see what areas it could improve on to provide the most efficient and safest service. Aimed at collecting feedback virtually on MBL transit services and access.

12/4/2021	Winter Wonderland and Tree Lighting	On December 4, 2021, Montebello Bus Lines participate in the City of Montebello's Winter Wonderland & Tree lighting event at Montebello City Hall. While a number of MBL staff were on sight informing the public about the advantages of riding MBL, the agency also brought out of vintage, holiday-themed wrapped bus which was used in a "stuff the bus" with toys donated from the general public placed inside during the event.
12/10/2021	ABC7 Stuff-A-Bus	On December 10, 2021, Montebello Bus Lines dispatched three (3) buses to the Los Cerritos Shopping Mall Center in Los Cerritos to participate in an all-day event with ABC7 as the media out hosted their annual "Stuff A Bus" Event as part of the larger "Spark of Love Toy Drive."
Winter/Spring 2022	Bus Operator Recruitment Campaign	In the spring of 2022, Montebello Bus Lines launched an extensive recruitment campaign to hire new bus operators. One of the avenues of this outreach was placing advertisements on a number of vehicles in the fleet that traveled throughout the MBL system. At the time of this submission, the ads continue to remain on the exterior of the buses and are anticipated to be removed by the end of 2022. Aimed at raising awareness of the bus operator positions currently open at MBL, the benefits of the position and the service that MBL provides in general.
5/18/2022	Operation "Stay Safe" Grand Opening	MBL staff present spoke with multiple dignitaries and spoke on the current highlights of the department, upcoming developments to improve service and accessibility for riders.

6/28/2022	City of Montebello Job Fair	Montebello Bus Lines participated in a city-wide job fair on Saturday, June 28, 2022 in which the agency encouraged any and all interested applications to visit the Transportation Department Facility to learn more about the position and apply, interview and potentially begin the hiring process. MBL was able to connect one-on-one with interested members in the community who are looking to find their next career opportunity and engage them so that they not only learned more about the positions available, but MBL as a whole and how important our services are to the community.
7/2/2022	Independence Day Spectacular	Montebello Bus lines participated with an easy up, table, free-give away items and a rotation of staff throughout the day and night. The goal of MBL's participation in the event was to increase MBL's public relations image with the community and encourage ridership. Aimed at connecting with the local community in Montebello to collect feedback on MBL transit services and access and serve as a good-will, public relations opportunity to engage with members of the public who are not aware of our services.
7/30/2022	Downtown Street Fest	Montebello Bus lines participated with an easy up, table, free-give away items and a rotation of staff throughout the day and night. The goal of MBL's participation in the event was to increase MBL's public relations image with the community and encourage ridership.
8/2/2022	National Night Out	Montebello Bus Lines participated with two (2) CNG buses that had Ultra-Super King wraps on them advertising jobs with MBL, an easy up, table, free give-away items and roughly 5 staff members onsite of the City of Montebello's National Night out event that took place on August 2, 2022, at Henry Acuna Park. The goal of MBL's participation in the event was to increase MBL's public relations image with the community and encourage ridership.

9/24/2022	MBL Job Fair	Montebello Bus Lines hosted a job fair on Saturday, September 24, 2022 in which the agency encouraged any and all interested applications to visit the Transportation Department Facility to learn more about the position and apply, interview and potentially begin the hiring process.
10/16/2021	City of Montebello 101 Anniversary	Pop-up event for the City 101 Anniversary celebration. Montebello Bus Lines Fact Sheets were distributed during the event as well as any general public questions were answered.
10/21/2021	Montebello Moves Stakeholder Discussions	Outreach event that encompassed potential stakeholders that would be interested to give input for MBL's Comprehensive Operational Analysis. Representatives from a diverse range of organizations participated including but not limited to: The Shops at Montebello, Montebello Unified School District, Los Angeles County Library, YMCA, Beverly Hospital, Lion's Club, and other City departments.
10/28/2022	MBL Virtual Public Workshop	Outreach event that members of the general public could assist to provide their feedback on Montebello Bus Lines and provide their input of ideas for the Comprehensive Operational Analysis. Outreach for the event was done via 3 email blasts and advertised through Montebello's Weekly Newsletter which is sent to over 1,900 subscribers.
3/10/2022	Montebello Moves Stakeholder Discussions	Outreach event in which stakeholders give input on how they see Montebello Bus Lines moving forward. Event purpose was to gain more participation for MBL's Comprehensive Operational Analysis. Participants from neighboring cities, transit agencies, the local community college, and YMCA participated.
3/15/2022	Montebello Moves Pop Up Event	Consisted of (2) individual pop-up events, one held at East Los Angeles College and another at The Shops of Montebello. The general public stopped by at the booths to discuss the Comprehensive Operational Analysis and provide their vision on MBL.

3/17/2022	Virtual Public Meeting	Virtual meeting to have a conversation of propositions to enhance service. Staff answered any questions that the public might have regarding proposed service changes. Public meeting was advertised through Montebello's Weekly Newsletter, which rose to 3,000 subscribers at the time and was advertised through other traditional means.

5. MBL Public Engagement – Moving Forward

Additionally, MBL regularly engages the public and plans to continue engaging the public by:

- Encouraging public comments at the monthly Board of Directors meeting.
- Encouraging public comments at the bi-monthly Business Advisory Council meetings.
- Participating in public involvement activities (meetings, hearings, advisory groups, workshops and task forces) to help the community understand current and upcoming projects, identify community interest and needs, eliminate negative perceptions, and define project goals.
- Developing clear, concise and understandable documents for members of the public, including EJ individuals, to provide comments on proposed projects.
- Implementing the MBL's Limited English Proficiency Plan to the fullest extent possible.
- Conducting public meetings that are accessible to all, as well as persons with disabilities; and include visual and tactile presentation tools and techniques.
- Using traditional and non-traditional media (website, newspapers, social media, signs, etc.) to provide the public, including LEP and EJ groups with information about upcoming public participation events.
- Distributing information such as flyers or handbills through mass mailings, postings at community centers, police stations, fire-stations, paratransit buses, and social gathering events.
- Making public information available in electronically accessible formats.
- Partnering with community-based organizations that serve underrepresented populations and minority and women business organizations.

Currently, MBL provides email subscribers MBL project updates, newsletters and/or announcements; and additional stakeholders are kept informed through MBL's social media platforms (Facebook, Instagram, and Twitter). MBL's reach is further augmented through staff interactions with daily transit riders and MBL's Customer Service department.

To determine the frequency and adequacy of contact with the public, including EJ populations, MBL utilizes a Public Participation Survey form at public meetings it sponsors. This survey form was developed with the objective of enabling MBL to collect data to identify residents and communities impacted by MBL's transit service. Completion of the survey by the public is voluntary. In review of the surveys received at events uncovered that the response rate of the

public filling out the voluntary form was zero to none. In response MBL implemented a Public Participation Visual Tally form as an indirect method for collecting data when at least fifty (50) percent of the participants do not complete the Public Participation survey. To view information collected throughout the reporting period, please refer to the *Monitoring of Transit Service* section of the Title VI Program Report's *Requirements for Fixed Route Transit Providers (50+ Vehicles During Peak Service).*

The Title VI Coordinator analyzed the information to determine if further changes needed to occur to meet Title VI obligations. Overall, MBL is sufficiently making efforts, through various forums and meetings, to engage the public to attend and comment on MBL's services. However, the limited information from the surveys submitted still suggests the public is reluctant to complete and submit the Public Participation Survey form and that MBL must rely heavily on visual assessments to determine the public participation levels by age, race, ethnicity, gender, and disability. To address the public's reluctance MBL will also be instituting a triannual on-the- ground public polling/surveying effort on all MBL's route lines, deploying personnel to ride the lines and collect data from patrons while in route so they are able to provide vital feedback without being delayed or inconvenienced. This will also serve purpose to the Title VI's service monitoring program, allowing MBL to go beyond data provided and see any deficiencies that may persist, in person.

A. Advisory Council or Committee

Efforts to begin a Transportation Citizens Advisory Council began briefly before the Covid-19 pandemic, however were immediately halted at the beginning of April 2020 due to local Health Department restrictions, as well as for everyone's safety and well-being. MBL is exploring re-initiating the outreach efforts while maintaining compliant to local health regulations. Outreach will be conducted using City digital platforms and bus inserts. When started, bylaws will be in place outlining requirements and objectives of any advisory council. All bylaws will be presented to the City Council (governing board of MBL) for approval.

6. Contact Information

MBL posts Title VI general notices, including this plan, on our website at: https://www.montebelloca.gov/departments/transit/civil_rights/title_vi_compliance.

Any questions regarding this plan may be directed to:
Montebello Bus Lines
Attn: Transit Operations Manager
400 S. Taylor Ave. Montebello, CA 90640.
Phone: (323) 558-1625 Email: ridembl@montebelloca.gov

RESOLUTION NO. 22- 92

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING MONTEBELLO BUS LINES' 2022 TITLE VI PROGRAM, DISPARATE IMPACT AND DISPROPORTIONATE BURDEN POLICIES, AND TRANSIT SERVICE MONITORING RESULTS

RECITALS

WHEREAS, the City of Montebello Department of Transportation—also referred to as Montebello Bus Lines (MBL), is an eligible recipient of federal financial assistance for transit services; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner–operator by and through MBL provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, to qualify for federal financial assistance, the City is required to adhere to Title VI of the Civil Rights Act of 1964 regulations that prohibit discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, to ensure compliance with Title VI regulations the USDOT's Federal Transit Administration (FTA) issued Circular 4702.1B which sets out criteria for Title VI compliance; and

WHEREAS, as part of FTA's Title VI requirements, the City must submit the Title VI Program, set a Disparate Impact Policy, set a Disproportionate Burden Policy, and conduct Transit Service Monitoring; and

WHEREAS, City staff has prepared the 2022 Title VI Program including the Language Assistance Plan and Public Participation Plan to comply with Title VI of the Civil Rights Act, and as a commitment to ensure no person is discriminated on the basis of race, color, or national origin; and

WHEREAS, City staff has developed a Disparate Impact Policy and Disproportionate Burden Policy to ensure all populations have equal access to transportation services; and

WHEREAS, City staff has conducted a transit service monitoring analysis to evaluate current service conditions and to compare minority routes to non-minority routes, ensuring minority lines receive comparable service as non-minority routes

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: That the City Council hereby approve and adopts the Title VI Program attached hereto as Attachment A, and that said policy take effect immediately.

SECTION 2: That the City Council approve and adopt the Disparate Impact Policy and Disproportionate Burden Policy as delineated within the 2022 Title VI Program.

SECTION 3: That the City Council approve and accept the Transit Service Monitoring Results, included within the 2022 Title VI Program.

APPROVED AND ADOPTED this 14th day of December 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-92 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of December 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE RECEIPT OF AN AWARD FROM THE CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC) ENCAMPMENT RESOLUTION GRANT PROGRAM FISCAL YEAR 2022-23 AND 2023-2024 AND APPROPRIATE GRANT FUNDING**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the appropriation of $1,168,774 awarded to the City by the California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Grant Program; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by $1,168,774 in Expense Account No. 267-85-859-6040.10 and $1,168,774 in Revenue Account No. 267-99-4198.40 (Cal-ICH) - Encampment Resolution Funding Grant Fund, Fire, Cal-ICH - Encampment Resolution Funding, Other Contract Services and Miscellaneous Grants - Cal-ICH Encampment Resolution Funding; and
3. Authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and State of California Business, Consumer Services and Housing Agency (BCSH) to receive $1,168,774 in funding for the Encampment Resolution Funding Program; and
4. Authorize the City Manager to enter into a sole-source contract with Beverly Hospital for the purpose of the demonstration project to provide emergency room case management homeless services in an amount not-to-exceed $150,000 for the grant term of two years; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal-ICH) awarded the City of Montebello an Encampment Resolution Funding Program Grant (ERF-2-L) in the amount of $1,168,774 on October 27, 2022 (Attachment B). Staff is recommending the amendment of the Fiscal Year 2022-23 budget to increase appropriations by $1,168,774 in Account Nos. 267-85-859-6040.10 and 267-99-4198.40 (Cal-ICH Encampment Resolution Fund Grant, Other Contract Services and Miscellaneous Grants - Cal-ICH Encampment Resolution Funding). The award letter required the execution of a "Standard Agreement" within 30 days of the award letter date. Staff has provided the executed agreement, and once received and processed by BCSH, the City will receive its full disbursement of funds.

BACKGROUND/DISCUSSION:

The California Interagency Council on Homelessness (Cal-ICH) Encampment Resolution Grant Program released a Request for Proposal (RFP) on October 29, 2021 for a funding opportunity to submit a competitive grant application. The grant award would fund a local demonstration project that provides services to address the immediate crisis of experiencing homelessness in encampments, to support people living in encampments into paths to safe and stable housing and result in sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter. On December 8, 2021 the City Council approved the submission of the demonstration project proposal that was due on December 31, 2021 (Attachment A). On October 27, 2022, the City of Montebello was awarded the Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding (ERF-2-L) grant in the amount of $1,168,774.00 for a period of two (2) years (Attachment B).

Under this grant program, the Fire Department will expand on its current Montebello Community Assistance Program (MCAP) to add a second MCAP Team that would increase first responder resources and community capacity building efforts around mental health, first-aid medical and supportive services for individuals impacted by homelessness. The second MCAP team would target encampments located along the banks of the 3.7-mile stretch of the Rio Hondo River on the eastern border of the City beginning at Telegraph Road to the south, and up to Lincoln Avenue in the north. The second MCAP team would also provide weekend coverage, and create flexible schedules to address the complex issues related to homelessness, mental health and other crisis needs.

For the healthcare/medical-focused portion of the grant, the Fire Department will partner with Beverly Hospital. The Emergency Room (ER) is often the first point-of-entry for many individuals facing homelessness. Beverly Hospital has the only ER serving the population within the riverbed area, and is often the Most- Accessible Receiving (MAR) facility for the Fire Department. Under the grant guidelines, the Fire Department and its partner are tasked to develop a full-time Healthcare Case Coordinator position (1.0 FTE)

that will be placed in the Emergency Room (ER), where individuals who are homeless would be able to receive both medical case management services and other appropriate services. This position would be a Beverly Hospital employee, not a City of Montebello employee. The recommended action to approve a sole-source contract with Beverly Hospital in the amount of $150,000 is for the creation of this dedicated Healthcare Case Coordinator position.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

The City's homeless catchment areas are within Service Provider Area 3-San Gabriel Valley (SPA 3) and Service Provider Area 7- East (SPA 7). The recent 2022 Los Angeles Homeless Services Authority (LAHSA) point-in-time homeless count reported that SPA 3's total number of homeless is 4,661 and SPA 7's total number is 4,781. The number of homeless as estimated by the Fire Department is much higher as the riverbed runs through various cities, and due to the population being highly transient among those areas. As it relates specifically to Montebello's People Experiencing Homelessness (PEH) many live along the banks of the Rio Hondo River; the banks are dense with vegetation and hard-to-reach by foot or vehicle in some locations, making counting, outreaching to, and assisting the City's PEH a logistical challenge.

The PEH served by the Montebello Community Assistance Program (MCAP) range in ages from 16-80; approximately 90% of the PEH present with mental health issues and 70% have addiction issues. The vast majority of addiction issues are related to methamphetamine, one of the most addictive drugs in the world. PEH who are addicted to methamphetamine are particularly vulnerable due to the myriad health problems that accompany the addiction.

In addition, the City has been addressing the homeless problem by adopting a field-based paramedic model, known as MCAP. However, the issues related to homelessness have worsened over the past decade due to the plummeting availability of affordable housing, supportive long-term housing, limited behavioral health treatment facilities, and other factors that have contributed to the increase in individuals facing homelessness. In order to better understand the demonstration project and its impacts, the Fire Department recognizes the importance of dedicating time and resources to the grant management components of these programs, including evaluation of program effectiveness and researching long-term sustainability when grant funding expires.

The City sought this grant opportunity in order to expand its existing program. Year-to-date since July 1, 2022, MCAP has enrolled 94 individuals and families, conducting outreach to over 200 homeless individuals. This additional funding intends to build capacity to provide relevant and responsive services in a timely manner to individuals experiencing homelessness in encampments. It is critical to engage homeless individuals as soon as the onset of the crisis or connection has been made due to providing intensive case management services and other supportive services. In addition, the efforts intend to also support the City's ability to restore encampment sites to their original state and intended purposes (i.e., clean up), but must prioritize protecting the health, safety, and well-being of the individuals who have been living in the encampments. Since the Fire Department handles both fire and EMS calls, they are often the first responder for issues related to the homeless in the riverbed, sometimes due to brush fires in the area.

The Fire Department will utilize its Homeless Task Force Committee to continue to assess the needs impacting the homeless community. The committee is comprised of intra-Department collaboration, Public Works, Community Development and Parks and Recreation. The project will support cross-systems collaboration and service strategies to help people experiencing homelessness transition out of encampments and towards safe and stable housing pathways. This aligns with the recent efforts around Operation Stay Safe Project (i.e., Tiny Homes) to support the bridge housing opportunities.

SUMMARY:

Staff is recommending the amendment of the Fiscal Year 2022-23 budget to increase appropriations by $1,168,774 in Account Nos. 267-85-859-6040.10 (expenditure) and 267-99-4198.40 (revenue) (Cal-ICH Encampment Resolution Fund Grant, Other Contract Services and Miscellaneous Grants - Cal-ICH Encampment Resolution Funding); and approve a sole-source agreement with Beverly Hospital to develop a dedicated position to help address the homeless who are admitted to the Emergency Room.

ATTACHMENT(S)

1. Attachment A - 12821 Staff Report, Request to Submit Encampment Grant
2. Attachment B - ERF-2-L Award Letter City of Montebello
3. Attachment C - Encampment Resolution Fund Round 2 Lookback Disbursement Standard Agreement Exhibits A-E_City of Montebello
4. Attachment D - Encampment Resolution Grants Round 2.1_Visual

NEXT STEPS:

N/A

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: **Approval to Submit Application for the California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program Fiscal Year 2021-22**

DATE: December 8, 2021

RECOMMENDATION(S):

It is recommended that the City Council:

1) Approve the submission of the grant application for California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program currently has a funding opportunity to submit a competitive grant application. The City could potentially receive $375,000 up to $1,000,000 depending on the scope of the project, program design and availability of funding for the project, there are no local matching funds. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

On October 29, 2021, Governor Gavin Newsom announced that the California Homeless Coordinating and Financing Council (HCFC) released the application for $50 million in funding for the brand-new Encampment Resolution Grant program. These funds will be available on a competitive basis to local governments that commit to addressing specific,

persistent encampments by using these resources to provide pathways to permanent housing for individuals experiencing unsheltered homelessness. The $50 million Encampment Resolution Grant program is a broader $12 billion homeless package, which includes $2 billion in flexible homelessness aid directly to local governments.

The Encampment Resolution Funding (ERF) Program grants will fund local demonstration projects that provide services to address the immediate crisis of experiencing unsheltered homelessness in encampments, to support people living in encampments onto paths to safe and stable housing and result in sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter.

ANALYSIS

The latest homeless count (2020) identified 170 homeless individuals in Montebello, though anecdotally, the number is estimated by the Fire Department to be as much as three times higher because of counting difficulties. Specifically, many of Montebello's People Experiencing Homelessness (PEH) live along the banks of the Rio Hondo River; the banks are dense with vegetation and hard-to-reach by foot or vehicle in some locations, making counting, outreaching to, and assisting the City's PEH a logistical challenge.

The PEH served by the Montebello Community Assistance Program (MCAP) have ranged in age from 16-80; approximately 90% of the PEH present with mental health issues and 70% have addiction issues. The vast majority of addiction issues are related to methamphetamine, one of the most addictive drugs in the world. PEH who are addicted to meth are particularly vulnerable due to the myriad serious health problems that accompany the addiction: heart problems, blood pressure issues, blood clots, convulsions, brain damage, confusion/disorientation, and much more. Helping these individuals out of addiction is time-consuming and challenging, and intervening is challenging as the victims are threatened with violence to themselves or their families, deportation, loss of income, and more.

In addition, the City has been addressing the homeless problem, which has worsened over the past decade due to the plummeting availability of affordable housing, and other factors that have contributed to the increase in individuals facing homelessness. Since the Fire Department handles both fire and EMS calls, they are often the first responder for issues related to the homeless. Increasingly, homeless people are responsible for setting (inadvertently or purposely some of the recent large wildfires in and around Montebello. The Fire Department continuously responds to the Rio Hondo riverbed and many others in the surrounding area due to reports of fires and/or medical calls.

DISCUSSION

The City is seeking to submit a proposal seeking funding that will be intended to build capacity to provide relevant and responsive services to individuals experiencing homelessness in encampments. Activities will also support efforts to restore encampment sites to their original state and intended purposes (i.e., clean up), but must prioritize protecting the health, safety, and well-being of the individuals who had been living in the encampments.

The Fire Department will utilize its Homeless Task Force Committee to continue to assess the needs impacting the homeless community. The committee is comprised of intra-Department collaboration, Public Works, Community Development and Parks and Recreation. The project will support cross-systems collaboration and service strategies to help people experiencing homelessness transition out of encampments and towards safe and stable housing pathways, this aligns with the recent efforts around Operation Stay Safe Project to support the bridge housing opportunities.

SUMMARY

That the City Council approve the submission of the grant proposal application for the California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program FY 2021-22.

ATTACHMENT(S):

None.

California Interagency Council on Homelessness

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom,
Governor

Lourdes M. Castro Ramirez,
Secretary

801 Capitol Mall
Suite 601
Sacramento, CA 95814

(916) 651-2820
bcsh.ca.gov/calich

October 27, 2022

City of Montebello
Attn: Angelica Palmeros
1600 W Beverly Blvd
Montebello, CA 90640

RE: Award Announcement – City of Montebello
Award Amount: $1,168,774.00

Dear Angelica Palmeros:

The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) is pleased to announce that the City of Montebello has been awarded an Encampment Resolution Funding (ERF-2-L) grant in the amount of $ **$1,168,774.00**. This letter constitutes notice of the award of ERF-2-L funds for use in the City of Montebello.

The City of Montebello will receive its full disbursement of funds after the Standard Agreement is fully executed. Please be advised that this award is subject to the terms and conditions of the Standard Agreement. Failure to sign and return the Standard Agreement within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information or if you have any questions, please contact Jeannie McKendry, Grants Development Section Chief at Cal-ICH at Jeannie.McKendry@bcsh.ca.gov or calichgrants@bcsh.ca.gov.

Sincerely,

Victor Duron

Victor Duron,
Grants Director, Cal ICH

Encampment Resolution Funding Program
Round 2, Lookback Disbursement (ERF-2-L)
Standard Agreement

EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) Authority

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to continuums of care and / or local jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Lookback Disbursement in Round 2 of the ERF Program ("ERF-2-L"). For this Standard Agreement, ERF-2-L is synonymous with "ERF" or "Program".

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Cal ICH and a continuum of care or a local jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Request for Applications ("RFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

As stated in the RFA, the program incorporates two interdependent objectives.

a) The Program funds local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255, must serve a specific encampment site, and be designed to achieve sustainable outcomes for both recipients of services and the encampment site to be resolved.

Initial Here_____

b) In close partnership with Grantees, Cal ICH or its agents will analyze Grantee's demonstration projects to evaluate activities and outcomes for the purpose of sharing scalable and replicable encampment resolution models that may be implemented across the state.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.

(b) "Agency" means the Business, Consumer Services, and Housing Agency.

(c) "Applicant" means a continuum of care or local jurisdiction

(d) "Continuum of care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) "County" includes, but is not limited to, a city and county.

(g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.

(h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.

(k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.

(l) "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

"Grantee" is synonymous with "Recipient"

"Subrecipients" or "subgrantees" are entities that receive subawards from "recipients" or "grantees" to carry out part of the Program.

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"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program has two, interdependent objectives. First, grantees will implement ERF funded local demonstration projects. Second, in close partnership with Grantees, Cal ICH will evaluate the manner and outcomes of this implementation. Those learnings will be shared across the state.

Grantees will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, the Request for Applications ("RFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements per the authorizing statute.

Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using an Cal ICH provided budget template.

Because of the legislative intent to share scalable and replicable encampment resolution models, Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4. Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6. Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in Exhibit A.6.d.) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

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Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, BCSH shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	**GRANTEE**
ENTITY:	Business, Consumer Services and Housing Agency	Montebello Fire Department
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6th floor Sacramento, CA, 95814	1600 W Beverly Boulevard, Montebello, CA 90640-3932
CONTRACT COORDINATOR	Jeannie McKendry	Angelica Palmeros
PHONE NUMBER:	(916) 510-9446	(323) 887-4540 ext. 547
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	apalmeros@cityofmontebello.com

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

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6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon execution by Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

d) This Agreement will terminate on March 31, 2026.

Grantees shall submit a Final Work Product by September 30, 2025. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2026.

Grantees are expected to continue performing until March 31, 2026. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure Deadlines:

i. Grantees shall expend no less than 50 percent of Program funds by June 30, 2024. Any funds not expended by this date shall be returned to the council pursuant to HSC Section 50253(d). Cal ICH will use quarterly fiscal reporting as required in Exhibit D.4.a. of this agreement to determine the amount to be returned.

ii. All Program funds (100 percent) shall be expended by June 30, 2025. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(d).

f) Obligation Deadlines:

All Program funds (100 percent) shall be obligated by June 30, 2024. Recipients that do not meet this requirement shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months. The council may subject recipients that do not meet the underlying 100 percent obligation requirement to additional corrective action determined by the council.

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to Encampment Resolution funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

Encampment Resolution funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The Encampment Resolution funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Grantees must standardize their budget using an Cal ICH provided budget template. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1st day of the month subjects a Grantee to having their budget change request being reviewed the following month. Cal ICH may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.
Budget Changes

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Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6. Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

These eligible uses and activities must be consistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Eligible uses and activities include, but are not limited to, the following:

Direct Services and Housing Options: activities to address immediate crisis needs and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

Capacity Building: activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

Sustainable Outcomes: activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

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Program funds shall not be expended on Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of Encampment Resolution fund expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use Encampment Resolution funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12. (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a budget to Cal ICH as part of their application for the Program. Prior to fully executing this agreement, Grantees must standardize their application's budget using an Cal ICH provided budget template.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications (e.g., standardized budget)

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and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination. Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to Health and Safety Code (HSC) Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

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ii. The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

iii. If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, the Cal ICH will contract a third party to complete the evaluation.

ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.

iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial

audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) **Breach and Remedies**

a) **Breach of Agreement**

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Breach of this Agreement includes, but is not limited to, the following events:

i. Grantee's failure to comply with the terms or conditions of this Agreement.

ii. Use of, or permitting the use of, Encampment Resolution funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

ii. Bar the Grantee from applying for future Encampment Resolution funds;

iii. Revoke any other existing Encampment Resolution award(s) to the Grantee;

iv. Require the return of any unexpended Encampment Resolution funds disbursed under this Agreement;

v. Require repayment of Encampment Resolution funds disbursed and expended under this Agreement;

vi. Require the immediate return to Cal ICH of all funds derived from the use of Encampment Resolution funds

vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with Encampment Resolution requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these

provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract

in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. Grantee's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation, and employee assistance program; and

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iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

i. Will receive a copy of Grantee's drug-free policy statement, and

ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of Encampment Resolution funds. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

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ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) **Inspections**

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

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15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track Encampment Resolution funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - Encampment Resolution specific funding sources and project codes in HMIS).

3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape

Initial Here_____

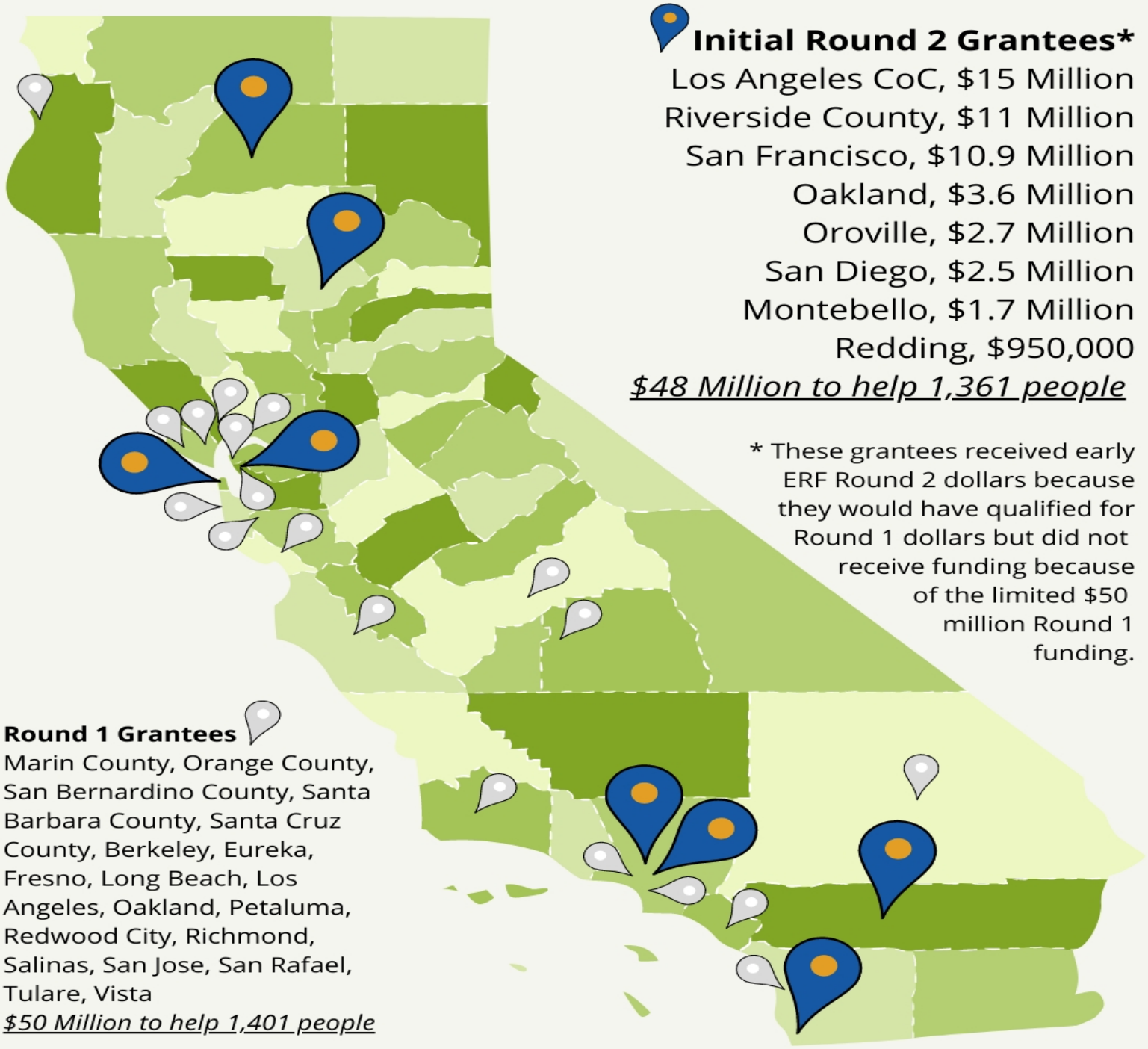
all levels of planning and implementation, including through opportunities to hire people with lived experience.

6) Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Initial Here_____

Encampment Resolution Grants

$48 Million to 8 Communities



Initial Round 2 Grantees*

Los Angeles CoC, $15 Million
Riverside County, $11 Million
San Francisco, $10.9 Million
Oakland, $3.6 Million
Oroville, $2.7 Million
San Diego, $2.5 Million
Montebello, $1.7 Million
Redding, $950,000

$48 Million to help 1,361 people

* These grantees received early ERF Round 2 dollars because they would have qualified for Round 1 dollars but did not receive funding because of the limited $50 million Round 1 funding.

Round 1 Grantees

Marin County, Orange County, San Bernardino County, Santa Barbara County, Santa Cruz County, Berkeley, Eureka, Fresno, Long Beach, Los Angeles, Oakland, Petaluma, Redwood City, Richmond, Salinas, San Jose, San Rafael, Tulare, Vista

$50 Million to help 1,401 people

Funds will be used to develop demonstration projects that will lead to successful exits from homelessness into safe, stable housing and that will safely restore public spaces to their intended uses.

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4055 WITH URBAN FUTURES, INC. TO PROVIDE CONTINUING DISCLOSURE SERVICES**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4055 with Urban Futures, Inc. (Urban Futures, Inc.) in an amount not to exceed $99,600 ($33,200 annually) over an initial three (3) year term; and
2. Take any additional actions necessary to effectuate the procurement of services.

FISCAL IMPACT:

The total amount of this agreement shall not exceed $99,600 ($33,200 annually) over the initial three (3) year term. Sufficient funds for this expenditure will be budgeted annually in Fund 410 (Debt Service), Fund 620 (Hilton Garden Inn), and Fund 625 (Home 2 Suites). The services provided will be for continuing disclosure and post-issuance compliance services related to the City's various outstanding debt issues.

BACKGROUND/DISCUSSION:

The Department of Finance relies on financial advisors' specialized expertise and resources to assist with specific financial and operational projects. For long-term debt financing, the City hires the services of a financial advisor that develops issuance strategies, provides bond marketing options, and general guidance to assist in market

opportunity monitoring and rating agency presentation. Additionally, the financial advisor helps City staff in policy development, operational reviews, financial modeling and analysis, specialized forecasts, financial reports, and capital planning. The financial advisor provides a high degree of technical expertise, skills, and knowledge unavailable from City staff.

According to their continuing disclosure agreements, bonds issued by local governments are subject to ongoing monitoring and reporting for compliance with tax and disclosure requirements. In addition to securities and tax requirements, governmental issuers may face a variety of other compliance obligations, such as bond indenture requirements, state and local law, and policy requirements. To meet these obligations, staff requests authorization to establish an agreement with Urban Futures Inc. (UFI) for continuing disclosure and post-issuance compliance services related to the City's security, debt, loan, and other outstanding obligations.

Urban Futures is based in Southern California. They have over 75 years of experience providing financial services for private and public entities. Their public management group brings a dynamic blend of technical and practical approaches to financial management. UFI has assisted the City with two recent bond issues: Lease Revenue Bond Series 2022A (Golf Course Renovation) and Lease Revenue Bond Series 2022B (Topgolf Project). UFI currently serves as the City's Financial Advisor (FA) and provided continuing disclosure assistance with the 2022A and 2022B bond issuances. Staff is confident their services can best meet the needs of the City.

The services provided by Urban Futures are professional and exempt from the competitive bidding process pursuant to Montebello Municipal Code 3.20.050H, which states:

> *Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:*
>
> *Nothing shall be construed to preclude the City from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. 741*

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Professional Service Agreement No. 4055 with Urban Futures Inc. Upon approval, Urban Futures will provide continuing disclosure and post-issuance compliance services for the City's various outstanding debt obligations.

ATTACHMENT(S)

1. Attachment A - Agr. 4055 Urban Futures

NEXT STEPS:

N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4055 WITH URBAN FUTURES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 14, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **URBAN FUTURES, INC.** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide continuing disclosure, post-issuance compliance, and related services for the CITY; and

WHEREAS, the CONSULTANT 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.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. Proposal dated November 19, 2022
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in the Proposal issued to the City of Montebello (dated November 19, 2022) ("Proposal"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide continuing disclosure, post-issuance compliance, and related services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2025, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be

the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which

would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a

minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00

01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for

nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT

and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to:
City of Montebello – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: msolorza@cityofmontebello.com

If to Consultant: Urban Futures, Inc.
Attn: James P. Morris, JD, MUP, Managing Director
PO Box 627
Tustin, CA 92781
(714) 283 - 9334
Email: jamesm@urbanfuturesinc.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")

URBAN FUTURES, INC

Michael Busch, Chief Executive Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

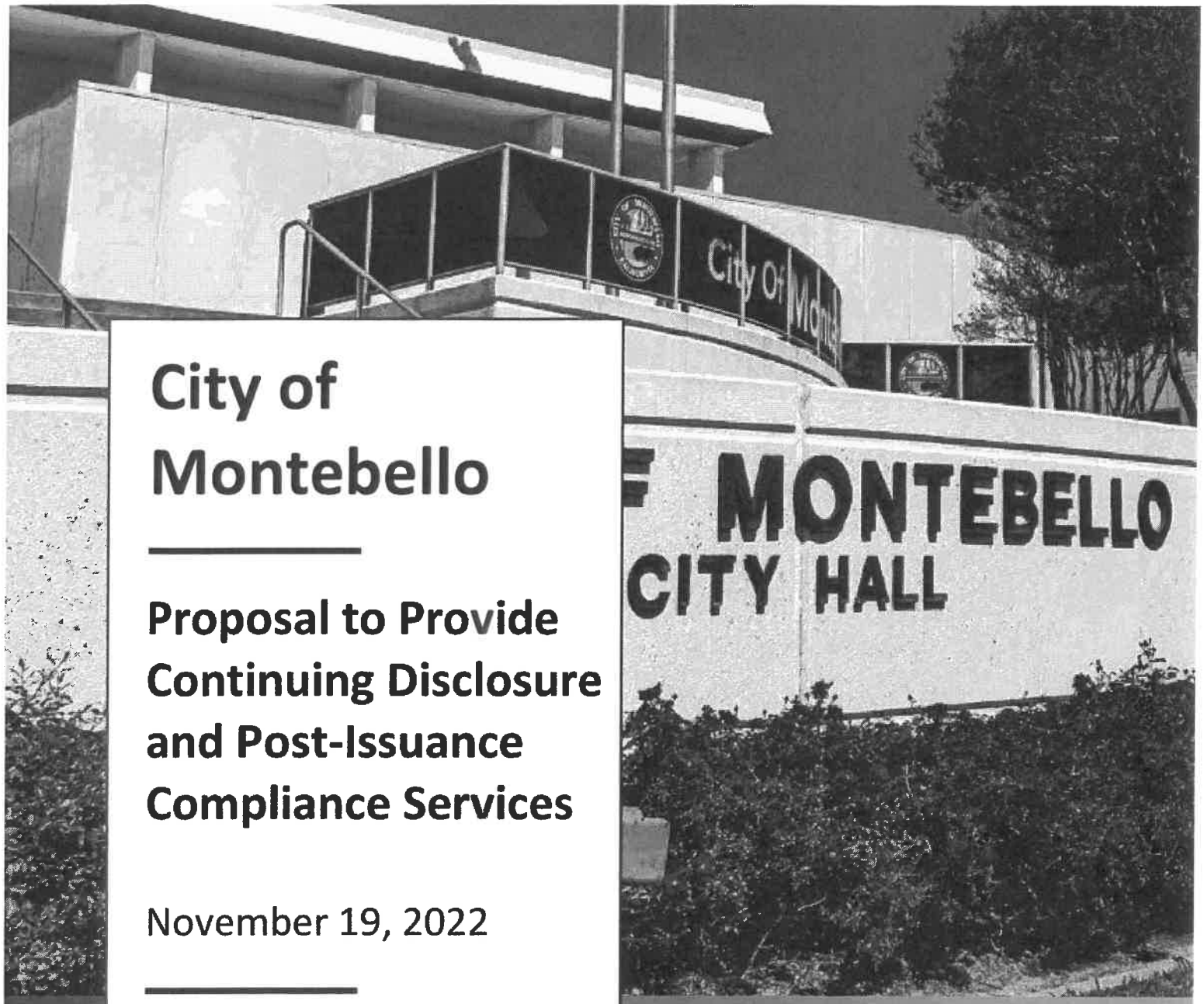
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Proposal (Dated – November 19, 2022)
- Exhibit B – Schedule of Compensation

Exhibit "A"

(See Urban Futures, Inc proposal dated November 19, 2022)



City of Montebello

Proposal to Provide Continuing Disclosure and Post-Issuance Compliance Services

November 19, 2022

URBAN FUTURES, INC.

PO BOX 627
TUSTIN, CA 92781

1470 MARIA LN., SUITE 315
WALNUT CREEK, CA 94596

Firm Overview & Experience

Urban Futures, Inc.'s (UFI) Analytics & Compliance Group is dedicated to managing the comprehensive continuing disclosure and post-issuance compliance needs of our California clients. UFI has been providing continuing disclosure services since 1994, when the reporting requirements were first mandated. We currently serve over 200 California cities, enterprise districts, successor agencies, joint powers and financing authorities, school districts, and charter schools.

UFI has extensive experience providing disclosure reporting for all the credit types, legal structures, and methods of sale for the City of Fullerton's debt obligations. Our Analytics & Compliance Group files more than 400 annual disclosure reports and works closely with our municipal advisors to provide our clients ongoing guidance and recommendations on disclosure and compliance issues and best practices.

Urban Futures, Inc. is a solely owned municipal advisory firm registered as a California "C" Corporation. The firm is a registered Municipal Financial Advisor with the Municipal Securities Rulemaking Board (MSRB) and Securities and Exchange Commission (SEC). UFI serves our clients with offices and personnel located in both Southern California and Northern California.

Scope of Services

UFI provides clients with a full suite of continuing disclosure and post-issuance compliance services, tailored to the reporting requirements of each covered security, debt, loan, or other outstanding obligation. For a list of the debt obligations of the City of Fullerton (City) covered by our proposal, please see the attached "Exhibit A – Annual Fee Summary."

To ensure we deliver accurate and timely services, UFI has developed a proprietary, in-house database and tracking system. The details of our client's issuances and debt obligations are entered into the database (applicable disclosure requirements, filings, deadlines, etc.) enabling us to work closely with clients to keep them in compliance.

Our proposed continuing disclosure and post-issuance compliance services include the following:

- **Annual Disclosure Reporting for Municipal Securities.** For municipal securities where the City has entered into a Continuing Disclosure Certificate or Agreement, UFI will annually prepare and post the required Continuing Disclosure Annual Report (CDAR) on the MSRB's Electronic Municipal Market Access (EMMA) data portal. Each year we will send a request for client-provided information and financial documents, assemble required third-party data, update the corresponding analytical tables, and review the documents necessary to ensure the report complies with the requirements and deadlines of the applicable Continuing Disclosure Certificate or Agreement. We will provide the City a copy of the disclosure report to review before filing. After filing the disclosure report and associated financial documents on EMMA, we will transmit a copy of the report and the electronic posting confirmation to the City.

- **Material Event Filings.** For Listed Events in the applicable Continuing Disclosure Certificate or Agreement, UFI will prepare and post the requisite Material Event Notice on the EMMA data portal. To ensure notice of material events are posted in a timely manner, we work closely with trustees and clients to receive updated information, monitor Bloomberg's market data for various event alerts, and stay up-to-date on any changes in SEC/MSRB regulations and best practices. Please note, the City is required to timely report to UFI the occurrence of Listed Events of which the City is made aware. UFI can assist the City with this obligation by providing training on the types of Listed Events that disclosure agents cannot independently track using third-party sources.

- **Annual CDIAC Filings.** For all debt obligations issued after January 21, 2017, and for pre-2017 debt obligations that used a Marks-Roos financing authority, UFI will annually assemble the required data and file the Annual Debt Transparency Reports and/or Marks-Roos Yearly Fiscal Status Reports with the California Debt and Investment Advisory Commission (CDIAC). If required, we will request through the City information from the trustee on bond reserve amounts. We have

developed expertise on the reporting requirements and tracking of affiliated filings using CDIAC's online reporting system.

- **Annual Disclosure Reporting for Private Placements.** For private placement of bonds, loans, leases, etc., that have annual disclosure reporting requirements, UFI will assemble and prepare the necessary data and documents (including a separate disclosure report if required), and either post the information to EMMA (if required) and/or transmit the information to lenders and trustees in accordance with applicable private placement documents.

- **Arbitrage Rebate Services.** For tax-exempt municipal securities, prior to the end of every fifth bond year or final redemption/maturity, UFI will collect the necessary bond documents and trustee statements for the required computation period, calculate the rebate liability (if any) pursuant to the covenants set forth in the Tax Certificate, and provide an Arbitrage Rebate Report to the City and assigned trustee detailing the computations and any rebate liability.

Personnel

The primary contacts for continuing disclosure services will be Jim Morris, Managing Director, and Kara Sun, Lead Analyst, in our Compliance & Analytics Group. Wing-See Fox will work closely with Mr. Morris and Ms. Sun to coordinate the delivery of all UFI services to the City. Please feel free to contact any of us, as needed:

Jim Morris, Managing Director
(909) 648-3176
jamesm@urbanfuturesinc.com

Wing-See Fox, Managing Director
(650) 503-1500
wingseef@urbanfuturesinc.com

Kara Sun, Lead Analyst
(714) 923-3548
ksun@urbanfuturesinc.com

Contract Term and Fees

UFI proposes an initial contract term of three years, with an option to extend for an additional three-year period. The following is our annual fee schedule which will remain effective through the initial three-year term, and may be adjusted by UFI at the time of contract extension:

ANNUAL DISCLOSURE REPORTING *(incl. material event filings as needed)*	
Type of Bond Issuance	**Annual Fee**
Tax Allocation Bonds and Special Tax/Assessment Bonds (CFDs, ADs and other benefit assessment districts)	$2,300
Lease Revenue Bonds, Enterprise Revenue Bonds, GO Bonds, Pension Obligation Bonds, and other municipal securities	$1,900
Private Placements	varies*

**Fee depends on disclosure requirements of the applicable private placement documents.*

ANNUAL CDIAC FILINGS *Annual Debt Transparency Reports (ADTR) & Yearly Fiscal Status Reports (YSFR)*	
Type of Debt Obligation	**Annual Fee**
Debt Issued After 01-21-17 without Marks-Roos Financing Authority	
• ADTR required for each obligated entity (obligor) or bond series	$350
Debt Issued After 01-21-17 with Marks-Roos Financing Authority	
• ADTR and YSFR required for the Financing Authority	$600
• ADTR and YSFR required for each obligated entity (obligor)	$600*
Debt Issued Before 01-21-17 with Marks-Roos Financing Authority	
• YSFR required for the Financing Authority	$250

**If more than one obligor is using the debt proceeds, an ADTR and YSFR must be filed for each additional obligor with an additional $700 annual fee.*

ARBITRAGE REBATE SERVICES	
Type of Bond Issuance	**Annual Fee***
All Tax-Exempt Municipal Securities	$500

**Arbitrage reports prepared for multiple years will have cumulative annual fees for each year in the reporting period.*

For purposes of City budgeting, we have reviewed the City's current outstanding indebtedness and prepared an Annual Fee Summary for each bond issuance and debt obligation based on the above fee schedule. Please see Exhibit A for the proposed Fee Summary. Any future bond issuances or debt obligations of the City will be added to the Annual Fee Summary using the above fee schedule, unless otherwise directed by the City. Any current outstanding bond issuances or debt obligations that mature or are defeased will be removed from the Annual Fee Summary upon completion of final reporting.

EXHIBIT A

Annual Fee Summary – City of Montebello

Type of Issuance or Debt Obligation	Amount	Dated Date	Tax Status	Annual Disclosure Reporting	Annual CDIAC Filings	Arbitrage Rebate Service	Total Annual Fee
City - General Fund							
2014A,B,C Lease Rev Refunding Bonds	$18,190,000	9/10/2014	Tax-Exempt	$1,900	-	$500[1]	**$2,400**
2016A Lease Rev Bonds (Hilton Hotel)	$54,860,000	11/01/2016	Tax-Exempt	$1,900	-	$500	**$2,400**
2019A Lease Rev Bonds (Hilton Garden Inn)	$10,200,000	12/19/2019	Tax-Exempt	$1,900	-	$500	**$2,400**
2019A,B,C Sales Tax Revenue Bonds	$24,945,000	12/19/2019	Tax-Exempt	$1,900	$3,600[2]	$500	**$6,000**
2020 Pension Obligation Bonds	$153,425,000	6/10/2020	Tax-Exempt	$1,900	$350	$500	**$2,750**
2022A Lease Rev Bonds (Golf Course)	$15,700,000	10/13/2022	Tax-Exempt	$1,900	$1,400[2]	$500	**$3,800**
2022B Lease Rev Bonds (Topgolf) - pending	$60,000,000	-	Tax-Exempt	$1,900	$1,400[2]	$500	**$3,800**
						CITY TOTAL	$23,550
Successor Agency - Tax Allocation Bonds							
1999B Tax Allocation Bonds	$5,593,888	11/09/1999	Tax-Exempt	$2,300	-	[3]	**$2,300**
2002 Housing Tax Allocation Bonds	$5,557,642	04/18/2002	Tax-Exempt	$2,300	-	[3]	**$2,300**
2007B Tax Allocation Parity Ref Bonds	$3,660,000	10/17/2007	Taxable	$2,300	-	-	**$2,300**
2015A Sub Tax Allocation Ref Bonds	$23,775,000	08/31/2015	Tax-Exempt	$2,300	-	$500	**$2,800**
						SUCCESSOR AGENCY TOTAL	$9,700

[1]Series C is a taxable issuance – no arbitrage rebate calculations required.

[2]Each bond or bond series requires four CDIAC filings: an ADTR and YSFR for both the authority & obligor ($1,200 per bond or series).

[3]Bonds mature within the next two years.

Exhibit "B"

Schedule of Compensation

Fiscal Year	**2022 – 23 (July 1, 2022 – June 30, 2023)**	**$33,200**
Fiscal Year	**2023 – 24 (July 1, 2023 – June 30, 2024)**	**$33,200**
Fiscal Year	**2024 – 25 (July 1, 2024 – June 30, 2025)**	**$33,200**

Total compensation shall not exceed $99,600

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **UPDATE ON SALE OF CITY'S WATER SYSTEM TO SAN GABRIEL VALLEY WATER COMPANY**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file this update on the sale of the City's water system to San Gabriel Valley Water Company (SGVWC).

FISCAL IMPACT:

The City of Montebello will receive $15.857 million for the sale of its Water System and related assets to the San Gabriel Valley Water Company (SGVWC). The funding will be received once escrow officially closes and various title documents are executed. Moreover, the City retains certain water rights and will lease such rights to SGVWC – generating additional revenue to the General Fund. The estimated ten year value of the water rights lease is $1,950,000. (Refer to Attachment A for details on fiscal impacts and related matters, as discussed in the March 25, 2020 City Council agenda report).

BACKGROUND/DISCUSSION:

Discussions surrounding the sale of the City's water system go back several years. There is documented City Council approved actions related to the potential sale of the system in 2016, 2019 and 2020, with many more non-formal actions taken at the staff level during that time. Furthermore, one of the recommendations in the 2018 State

Auditor report was for the City to explore the sale of its water system.

San Gabriel Valley Water Company currently provides management of the water system, through an agreement with the City. Staff has noted that the water system requires significant capital investments. While the system operates with a slight annual surplus – operating revenue matching or exceeding operating expenses – there is a lack of reserves necessary to invest in infrastructure upgrades.

The City determined that it was in the best interests of the community and customers to pursue the sale of the water system. With assistance from the passage of Assembly Bill 2339 (Gipson, September 28, 2018), which amended Government Code Section 37422, Montebello was authorized to sell their water system, subject to various requirements. The March, 25, 2020 agenda report attached to this report provides background on AB 2339 as well as additional historical and operational information on the sale of the water system (Attachment A).

The sale proceeded after the action taken on March 25, 2020, with escrow opening in October 2020 and various hearings set with the California Public Utilities Commission (PUC) – as required by law. Decisions by the Administrative Law judge – based on the letter of the law as it existed at the time – required a subsequent amendment to Government Code, which was accomplished by passage of Assembly Bill 850, sponsored by Assemblymember Gallagher. A more complete treatment of the history of the water sale – including decisions by the PUC – can be found in the official decision attached (Attachment B).

In short, on December 1, 2022 the PUC authorized the sale of the City's water system to the San Gabriel Valley Water Company. This item is being presented as a receive and file to memorialize the authorization of the sale and to provide an update to the City Council and the community.

Staff have been working closely with SGVWC personnel throughout the sale process. There are final documents which must be executed related to title. In addition, there are some right of way/encroachment actions which must be worked out administratively between the City and SGVWC.

Staff will continue to provide updates to the City Council on the close of the sale and when proceeds will be available.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

To receive and file this update on the sale of hte City's water system to SGVWC.

ATTACHMENT(S)

1. Attachment A - Staff Report, Water Sale-Purchase - Item 18, March 25, 2020
2. Attachment B - Approval of Montebello Acquisition of Water System PUC Decision

NEXT STEPS:

N/A

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Resolution Pursuant to California Government Code Section 37422 Setting a Date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assets**

DATE: March 25, 2020

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt a Resolution pursuant to Goverenment Code Section 37422 setting a date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assests for the regular meeting scheduled on May 27, 2020 at 6:30 PM;

2) Direct staff to prepare and publish the Resolution as required by Government Code Section 37422; and

3) Direct staff to prepare and mail a notice of the sale to customers of the Water System(s).

BACKGROUND

On September 28, 2018, the Governor signed Assembly Bill 2339 – Gipson (A-B-2339), which authorized the cities of El Monte, Montebello and Willows to sell their municipal water systems by Jaunary 1, 2022, subject to the following requirements:

> (1) The legislative body of the city shall not sell the water utility property for less than its fair market value, as defined in Section 1263.320 of the Code of Civil Procedure.
>
> (2) The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.
>
> (3) There are at least two water suppliers that provide drinking water to residents in the city prior to the sale.

(4) The city has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.

(5) The receiving water system's service area borders the service area of the subsumed water system.

(6) The subsumed water system's customers shall not pay water rates different from customers already receiving service from the receiving water system. Consolidation of the water systems shall be economically feasible for the ratepayers of the subsumed water system. Ratepayers of the subsumed water system shall be notified of the applicable rate that will be in effect during the first year after consolidation has been completed. Any rate increases following the sale of a public utility for furnishing water service shall be phased in over time.

(7) Consolidation of the water systems is technically and economically feasible.

(8) (A) The legislative body of the city shall not sell its public utility for furnishing water service unless it considers oral and written protests at its second regularly scheduled meeting following the adoption of a resolution pursuant to Sections 37422 and publication pursuant to subparagraph (B). In addition to the requirements of Section 37422, the resolution shall allow 45 days for hearing protests to the sale and shall state the city's intended use of the sale proceeds. Notice of the sale may be given by including notice in the agency's regular billing statement. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a protest. The city shall maintain all written protests for a minimum of two years following the date of the hearing to consider written protests.

On July 10, 2019, after obtaining offers from three (3) interested purchasers, the City Council approved the sale of the City of Montebello Water System(s) and Related Assets to San Gabriel Valley Water for the amount of $15,857,000, plus a 10-year lease of water rights for an additional $1,950,000*.

*Estimated 10-year lease of water rights

ANALYSIS

The proposed Resoultion complies with all the aforementioned requirements and as such it is recommended for consideration and adoption. Additionally, attached are the following documents:

1) AB 2339 legislation
2) Map of the water purveyors in the City of Montebello, including the City's
3) The independent third party performance and maintenance evaluation report

The City is in receipt of the independent third party performance analysis of the City's Water System(s). The analysis was completed by Stetson Engineers, Inc. and the final report submitted to the City on March 18, 2020. The report estimates that the 10-year Capital Improvement Project for the Water System is $25,600,000. If the City elects to keep operating the system, with an estimated 1,500 customers, it will need to increase customer's monthly fees by approximately $142.00 per month for 10 years, not including the monthly water usage and meter fee currently charged to customers.

FISCAL IMPACTS:

At this time the only fiscal impact to the City is the cost to prepare, publish and mail the notices and Resolution. It is recommended that these costs be funded by the Water Fund in Account No. 605-99-6040.10 (Outside Contracts).

For the sale proceeds, staff is recommendeing the following one-time projects/expenses (not listed in any order of priority):

- Infrastructure Improvements – streets, sidewalks sewer, storm drains, etc.
- Buidling Improvements – roof, ADA. HVAC - lighting improvements to city buildings, etc.
- Park Improvements – upgrades/repairs to playgrounds, walkays, parking lots, irrigation, lighting, etc.
- Landscape Improvements – refurbishment of medians and landscape at city buildings, including plant materials, efficient irrigation system, entry monuments, etc.
- Purchase or replacement of vehicles – police, fire, public works and parks vehicles.
- City Council Chamber Audio/Visual Improvements – upgrade/installation of a new audi/video equipement and software.
- Tree Planting or Reforestation Citywide – enhance or increase planting of parkway trees thoroughout the City.

- Water Fund Debt – repay the General Fund for past subsidies and loans to the Water Fund, such as the loan from Central Basin to retrofit the Golf Course to recycled water.
- Golf Course Improvements – installing a driving range barrier/fence to appropritate height and upgrading the driving range itself to increase use and revenues.

SUMMARY:

The City Council will consider:

1) Adopting a Resolution pursuant to Goverenment Code Section 37422 setting a date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assests for the regular meeting scheduled on May 27, 2020 at 6:30 PM,

2) Directing staff to prepare and publish the Resolution as required by Government Code Section 37422,

3) Directing staff to prepare and mail a notice of the sale to customers of the Water System(s)

ATTACHMENTS:

Resolution
Assembly Bill 2339 – Gipson, approved by the Governor on Sept. 28, 2018
Montebello Water Purveyors Map
Water System Performance and Maintenance Evaluation Report

Decision 22-12-002 December 1, 2022

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of SAN GABRIEL VALLEY WATER COMPANY (U337W) for an Order Authorizing the Purchase of the City of Montebello's Water System Assets and related Approvals.	Application 20-10-004

DECISION AUTHORIZING SAN GABRIEL VALLEY WATER COMPANY'S PURCHASE OF THE CITY OF MONTEBELLO'S WATER SYSTEM ASSETS

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DECISION AUTHORIZING SAN GABRIEL VALLEY WATER COMPANY'S PURCHASE OF THE CITY OF MONTEBELLO'S WATER SYSTEM ASSETS

Summary

This decision authorizes San Gabriel Valley Water Company (San Gabriel) to purchase the City of Montebello's water system assets for the purchase price of $15,857,000 and authorizes $15,367,356 to be included in rate base. To arrive at this rate base amount, we started with the fair market value of $15,857,000 and deducted $206,203 (for fully depreciated assets), $203,441 (for the Veteran's Tract pipelines), and $80,000 (for the Bluff Road Well that ceased to be used and useful). We will review the ratemaking treatment of the water rights lease as part of San Gabriel's future general rate cases.

This proceeding is closed.

1. Background

1.1. Procedural Background

On October 2, 2020, San Gabriel Valley Water Company (San Gabriel) (U337W) filed Application (A.) 20-10-004 (Application) pursuant to Public Utilities (Pub. Util.) Code Sections 2718-2720.[1] The Application seeks a California Public Utilities Commission (Commission) order authorizing San Gabriel to purchase, and City of Montebello (Montebello) to sell, Montebello's water system and associated assets (Proposed Acquisition) per the terms of the Agreement for Purchase and Sale of Water System Assets and Lease of Water Rights between San Gabriel and Montebello dated September 29, 2020 (Purchase Agreement).[2] The Application also requests that the Commission:

- Approve the Purchase Agreement;

[1] All statutory references are to the Public Utilities Code, unless otherwise noted.

[2] Attachment 1 to the Application.

- Authorize expansion of San Gabriel's certificate of public convenience and necessity (CPCN) for its Los Angeles (L.A.) County division to include current Montebello water service customers who are not already located within the boundaries of the existing L.A. County division;
- Establish the rate base for the Proposed Acquisition to be the full purchase price of $15,857,000;
- Authorize incorporation of the established rate base for the Proposed Acquisition in San Gabriel's next general rate case (GRC); and
- Find that it is just and reasonable to charge customers of the acquired Montebello water service the rates and charges for water utility service that are currently in effect for all L.A. County division customers at the time of closing of the Proposed Acquisition.

On November 16, 2020, the Public Advocates Office of the California Public Utilities Commission (Cal Advocates) filed a protest. San Gabriel filed a reply on November 25, 2020.

A prehearing conference was held on December 8, 2020, during which the parties agreed on procedural matters and the substantive and ratemaking issues to be scoped into the proceeding. However, parties disagreed on whether compliance with Section 10061 and Government (Gov.) Code Section 37420.5 should be in the scope and subject to threshold legal briefing.

The assigned Administrative Law Judge (ALJ) issued a ruling on December 11, 2020, directing the filing of briefs on statutory compliance. On December 23, 2020, Montebello filed a motion for party status, which was granted via ALJ Ruling on January 4, 2021.

On January 14, 2021, parties filed opening briefs on compliance with statutory requirements. Parties filed reply briefs on January 28, 2021. The assigned Commissioner issued a Scoping Memo and Ruling on June 16, 2021

(Scoping Ruling), setting forth the issues, need for hearing, schedule, category, and other matters.

On July 2, 2021, the assigned ALJ issued a proposed decision denying San Gabriel's Application. The denial was based on Gov. Code Section 37420.5(a), which required the water system assets being proposed for acquisition be wholly within the boundaries of Montebello.

On October 8, 2021, Governor Gavin Newsom signed Assembly Bill (AB) 850 (Gallagher, Stats. 2021, Ch. 705). This bill amended Gov. Code Section 37420.5(a) to remove the prior requirement that Montebello's water system assets be wholly within the boundaries of Montebello to qualify for the treatment established by that code section.

On October 12, 2021, given the change to Gov. Code Section 37420.5(a), the ALJ withdrew the proposed decision and issued a ruling with a revised schedule to resolve the outstanding issues. Based on that new schedule, Cal Advocates served prepared direct testimony in January 2022, and San Gabriel and Montebello served prepared rebuttal testimony in February 2022. The Commission held status conferences on February 22, 2022, and March 1, 2022. The Commission held evidentiary hearings on March 2, 2022, and March 3, 2022.

On March 18, 2022, the assigned Commissioner issued a First Amendment to the Scoping Ruling, which extended the statutory deadline and resolution date to December 30, 2022. Parties filed concurrent opening briefs on April 11, 2022, and filed concurrent reply briefs on April 25, 2022.

On September 27, 2022, an ALJ Ruling was issued, indicating that no additional information was needed and that the matter was submitted.

1.2. San Gabriel Valley Water Company

San Gabriel is a California corporation and a Class A public utility water company engaged in the business of producing, treating, storing, distributing, and selling water to approximately 97,300 customers in two operating divisions (the L.A. County division and the Fontana Water Company division) in portions of L.A. and San Bernardino counties, subject to the Commission's jurisdiction.[3]

San Gabriel holds a CPCN (U337W),[4] which established San Gabriel's right to serve most of the northern part of Montebello, including approximately 1,600 of San Gabriel's own L.A. County division customers. Additionally, approximately 650 of Montebello's 1,650 municipal water system customers who are the subject of the Proposed Acquisition are already located within San Gabriel's currently authorized CPCN area.[5]

1.3. Montebello's Water System

Montebello's water system is a publicly-owned, municipal water system largely located within Montebello's boundaries but also serving approximately 125 non-residential customers located in the cities of Commerce and Rosemead. The water system provides service to approximately 1,650 customers, approximately 650 of which are already located within the boundaries of San Gabriel's existing L.A. County division service area. The water system has been operating at a significant deficit since at least 2007, due to "increased costs of imported water, operations, maintenance, and necessary capital improvements."[6]

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[3] Application at 10.

[4] D.60381 issued on July 12, 1960.

[5] Application at 10 and Attachment 3 to the Application.

[6] Application at 9.

Under an operating agreement, San Gabriel's L.A. County division employees have operated Montebello's water system since 2013.

1.4. California State Auditor's Report

In 2018, the California State Auditor conducted an audit of Montebello as part of its High-Risk Local Government Agency audit program. In its final report to the Governor and legislative leaders, the State Auditor concluded that Montebello is a high-risk local government agency and recommended, among other things, that Montebello sell its water system to address its risks in a reasonable amount of time.[7]

2. Issues Before the Commission

The Scoping Ruling identified the following issues:

1. Whether the Proposed Acquisition complies with statutory requirements, including Section 10061 and Gov. Code Section 37420.5;
2. Whether the Proposed Acquisition will be in the public interest;
3. What is the appropriate rate base value for the acquired water system and how to appropriately calculate that value;
4. Whether the proposed rates to be charged to former Montebello water service customers are just and reasonable;
5. Whether San Gabriel is financially qualified to acquire Montebello's water service assets; and
6. Whether San Gabriel is qualified to operate Montebello's water service.

[7] California State Auditor, Report 2018-802 at 1.

3. Applicable Legal Framework

San Gabriel filed this Application seeking Commission authorization to purchase Montebello's water system assets, and other related approvals. The applicable legal framework is set forth below.

3.1. Section 10061 and Gov. Code Section 37420.5(a), as Modified by AB 850

Prior to selling municipal water systems, Section 10061 required any municipality seeking to do so to first hold a special election. As of October 8, 2021, Gov. Code Section 37420.5(a), as modified by AB 850, permits the Cities of El Monte, Montebello, and Willows to sell their water systems without first holding such special elections, so long as they first determine "that it is uneconomical and not in the public interest to own and operate the public utility for furnishing water service, subject to all of the following requirements . . . ."[8]

3.2. Section 2718 *et seq.*

The Public Water System Investment and Consolidation Act of 1997 (Consolidation Act), codified as Sections 2718-2720, sought to achieve economies of scale in public water systems, given the increasing amounts of capital required to finance necessary investments. The Consolidation Act sets forth compelling public policies favoring consolidation of small, struggling water systems where scale economies are achievable.

Section 2720(a) also incentivizes water corporations to acquire other water systems by setting the fair market value of the acquired system as the standard when establishing rate base. Section 2720(a) states that "fair market value" shall have the same meaning as set forth in Code of Civil Procedure (Civ. Proc.)

[8] Gov. Code § 37420.5(a), as modified by AB 850.

Section 1263.320, which provides two possible pathways for the determination of fair market value in acquisitions. The first, Code of Civ. Proc. Section 1263.320(a), defines fair market value as the highest price agreed upon by a willing buyer and willing seller. The second, Code of Civ. Proc. Section 1263.320(b), applies in special circumstances like utilities and provides for a "just and equitable" valuation in cases where no relevant, comparable market exists; however, if "the fair market value exceeds reproduction cost," Section 2720(b) allows for the inclusion in rate base of an acquisition premium if "the commission . . . finds that the additional amounts are fair and reasonable."

Here, the Proposed Acquisition is governed by Section 2720(a), as Section 2720(b) only becomes applicable when the fair market value exceeds reproduction cost, which, based on the evidence, is not the case.

3.3. Section 851 *et seq.*

Section 851, in relevant part, requires Commission approval before a public utility may sell the whole or any part of its property or rights "necessary or useful in the performance of its duties to the public." The Commission has long interpreted Section 851 *et seq.* to prohibit acquisitions, mergers, and transfers of control unless the Commission finds the proposed transaction is in the public interest.[9]

Section 854(a) requires Commission authorization before any person or corporation may acquire or merge with any public utility. Section 854 also sets forth the required findings and required factors the Commission must consider in evaluating whether a proposed transaction is in the public interest.

[9] We acknowledge that while the letter of Section 851 *et. seq.* may not explicitly apply to sales of municipal water utilities, the Commission has consistently considered the public interest factors addressed in these statutes for guidance in acquisitions by water utilities under our jurisdiction. (*See* Decision (D.) 16-11-014 at 10.)

In addition, public interest considerations are at the center of all water utility acquisition proceedings filed under Sections 2718-2720, such as this Application. Accordingly, this decision will weigh pertinent public interest considerations, including those set forth in Section 851 *et seq.*, as we have done in our similar water acquisition reviews.

3.4. Ratepayer Indifference Standard vs. Tangible Ratepayer Benefit Standard

In weighing whether a proposed transaction is in the public interest, the Commission has used both the ratepayer indifference standard (*i.e.*, a showing that no negative effects result from the change of control) and tangible ratepayer benefit standard (*i.e.*, a showing that the transaction offers ratepayers some tangible and equitable share of the benefits).

In D.00-05-047, the Commission approved the purchase under the ratepayer indifference standard.[10] In D.01-09-057, the Commission applying the ratepayer benefit standard concluded that, for an acquisition subject to Section 2720[11] to be in the public interest under Section 851 and Section 854(a), it must offer ratepayers an equitable share of the benefits the transaction will generate.[12]

In both decisions, the Commission noted that although the public interest considerations listed in Section 854(b) and Section 854(c) may not by their terms

[10] D.00-09-042, which denied rehearing of D.00-05-047, concluded that D.00-05-047, although expressly relying only on ratepayer indifference, also satisfied the more stringent ratepayer benefit standard by finding definite, quantifiable benefits flowing from the purchase. The dissent stated that approvals for transfers of utility property under Section 851 *et seq.* should include a finding of ratepayer benefit.

[11] Section 2720 is part of the Consolidation Act, which sets out a procedure for establishing rates at fair market value following the completion and approval of an acquisition of a public water system by a regulated water utility.

[12] D.01-09-057, Conclusion of Law (COL) 8.

apply to water utilities, the Commission still may and does consider the extent to which the factors set forth in those sections bear on the public interest as they may inform the Commission's deliberations on how to strike the public interest balance.[13]

Here, the parties disagree as to the applicable standard. San Gabriel argues that no standard is necessary, while Cal Advocates argues in favor of applying the higher bar of "tangible ratepayer benefit."

We are guided by the legislatively declared public interests as set forth in the Consolidation Act, and, in keeping with the majority of prior Commission decisions considering public water utility transactions, we apply the ratepayer indifference standard to the Proposed Acquisition. As applied, ratepayer indifference standard means that while the transaction need not meet every requirement from Sections 854(b)-(c), the factors when weighed should demonstrate that there are no negative impacts to ratepayers affected by the transfer of control.[14]

4. Burden of Proof

This is a ratesetting proceeding.[15] As such, the evidentiary standard is preponderance of the evidence.[16] Preponderance of the evidence is defined "in terms of probability of truth, *e.g.*, 'such evidence, when weighed with that opposed to it, has more convincing force and the greater probability of truth.'"[17] As the applicant, San Gabriel bears the burden of proof.

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[13] *Id*. at COL 9.

[14] *Id*. at 51-52. (*See also* D.11-12-007 at 6-7.)

[15] Resolution ALJ 176-3473 and Scoping Ruling.

[16] *See* D.16-12-063 at 9, *citing* D.12-12-030 at 44.

[17] D.12-12-030 at 42, *aff'd* D.15-07-044 at 28-30.

5. Discussion

Below we discuss the six issues set forth in the Scoping Ruling.

5.1. The Proposed Acquisition Complies with Statutory Requirements of Gov. Code Section 37420.5, as Amended

When San Gabriel filed the Application, Section 10061 required any municipality seeking to sell its water system to first hold a special election. On October 8, 2021, Gov. Code Section 37420.5(a) was amended to permit Montebello and other specified cities to sell their water systems without first holding these special elections.[18] Now, for Montebello to sell its water system, it only has to determine "that it is uneconomical and not in the public interest to own and operate the public utility for furnishing water service, subject to all of the following requirements . . . ."[19]

Here, the Montebello City Council adopted Resolution No. 20-68 on August 26, 2020, which made the findings required under Gov. Code Section 37420.5, as modified by AB 850. Thus, we find that Montebello complied with Gov. Code Section 37420.5, as modified.

5.2. The Proposed Acquisition is in the Public Interest

As discussed below, we review and weigh the competing public interest factors relevant to the Proposed Acquisition under Section 2718 *et seq*. and Section 851 *et seq*., and we find the Proposed Acquisition is in the public interest.

[18] On October 12, 2021, the assigned ALJ issued a ruling that, in part, gave parties an opportunity to raise any potential issues concerning the recent change in the law. No party filed a brief.

[19] Gov. Code § 37420.5(a), as modified by AB 850.

5.2.1. Section 2718 *et seq*. Considerations

To begin our review, we first look to Section 2718 *et seq*., the Consolidation Act,[20] which sets forth clear and compelling public policies that encourage consolidation of small, struggling water systems where scale economies are achievable, as follows:

(a) Public water systems are faced with the need to replace or upgrade the public water system infrastructure to meet increasingly stringent state and federal safe drinking water laws and regulations governing fire flow standards for public fire protection;

(b) Increasing amounts of capital are required to finance the necessary investment in public water system infrastructure;

(c) Scale economies are achievable in the operation of public water systems; and

(d) Providing water corporations with an incentive to achieve these scale economies will provide benefits to ratepayers.

Here, we cannot ignore these strong public interest policies favoring consolidations.

5.2.2. Section 851 *et seq*. Considerations

With that backdrop, and consistent with historic practices of reviewing sales and acquisitions of water utilities,[21] we also look to Section 851 *et seq*. public interest considerations for additional discretionary guidance in our review of the Proposed Acquisition. As discussed above in Section 3.4. of this decision, the

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[20] San Gabriel suggests that the Commission may lack "authority to assess the reasonableness of the purchase price in a case such as the present one, where the acquired water system is that of a municipal water system not within the Commission's jurisdiction and where the sale of assets therefore is not subject to Section 851." (Joint Reply Brief at 8.) We will not address that issue here. That issue was not briefed and is not part of the Scoping Ruling.

[21] D.16-11-014 at 10.

Commission may, but need not, consider the extent to which the factors set forth in Sections 854(b)-(c) bear on the public interest.[22] Thus, under Section 854(b) public interest considerations, we may consider:

(1) Short and long-term economic benefits to ratepayers;

(2) Equitable distribution of those total benefits between shareholders and ratepayers (*i.e.*, not less than 50 percent to ratepayers); and

(3) No adverse impact on competition.

We may also weigh the following Section 854(c) public interest considerations as to whether the Proposed Acquisition will:

(1) Maintain or improve the financial condition of the resulting public utility doing business in the state;

(2) Maintain or improve the quality of service to public utility ratepayers in the state;

(3) Maintain or improve the quality of management of the resulting public utility doing business in the state;

(4) Be fair and reasonable to affected public utility employees, including both union and nonunion employees;

(5) Be fair and reasonable to the majority of all affected public utility shareholders;

(6) Be beneficial on an overall basis to state and local economies, and to the communities in the area served by the resulting public utility;

(7) Preserve the jurisdiction of the commission and the capacity of the commission to effectively regulate and audit public utility operations in the state; or

(8) Provide mitigation measures to prevent significant adverse consequences that may result.

[22] D.01-09-057, COL 9.

The above public interest considerations reflect a mix of interests: ratepayer interests, shareholder interests, public utility employee interests, as well as local and statewide community interests. As indicated above, while the transaction need not meet every requirement of Sections 854(b)-(c), the factors when weighed should demonstrate that there are no negative impacts to ratepayers affected by the transfer of control.[23]

5.2.3. Public Interest Analysis

Below, we examine and weigh these public interest considerations and apply the ratepayer indifference standard, which, as discussed in Section 3.4 and Section 5.2.2. of this decision, requires San Gabriel to demonstrate to the Commission that, on balance, the Proposed Acquisition will not harm or otherwise have an adverse impact to the ratepayers.

Here, the State of California has recognized that small communities, like the community served by Montebello's water system, likely face difficulty in maintaining adequate water systems.[24] Adding to the urgency, the California State Auditor concluded that Montebello is a high-risk local government agency and recommended, among other things, that Montebello sell its water system to address its risks in a reasonable amount of time.[25]

On March 18, 2020, Stetson Engineers, Inc. completed an independent third-party performance and maintenance evaluation report for Montebello (Stetson Report) per Gov. Code Section 37420.5(a)(4).[26] The Stetson Report finds that, if Montebello performed the needed capital improvements to Montebello's

[23] D.01-09-057 at 51-52. (*See also* D.11-12-007 at 6-7.)

[24] State Water Resources Control Board Resolution No. 2008-0048.

[25] California State Auditor, Report 2018-802 at 1.

[26] Attachment 7 to the Application.

water system, it will cost Montebello a total of $25.6 million in capital improvements recommended over the next 10 years. If Montebello performed these capital improvements at an average of $2.56 million per year for 10 years, it would cost the average Montebello customer an estimated additional $142 per month, on top of the current average monthly bill of $67.89, over the next 10 years.

In comparison, San Gabriel's engineering department also separately prepared its own 10-year capital improvement plan, estimating that if Montebello retains municipal ownership and if San Gabriel performed the needed capital improvements to Montebello's water system, it would cost San Gabriel a total of $12.1 million in capital improvements recommended over the next 10 years.[27] If San Gabriel performed these capital improvements at an average of $1.21 million per year for 10 years, it would cost each Montebello water service customer an estimated additional $67 per month, on top of the current average monthly bill of $67.89, over the next 10 years. Even an increase of $67 per month (as opposed to $142 per month), is nearly double the average monthly bill and is a high price to pay for the sake of retaining municipal ownership. If Montebello retains municipal ownership, it is apparent that Montebello's water system — with its small customer base and no prospects for significant customer growth — will not be able to provide safe and reliable water service going forward at costs Montebello residents could reasonably afford.[28]

On the other hand, if the Proposed Acquisition was approved and San Gabriel acquired Montebello's water system, San Gabriel would spread that

[27] Attachment 8 to the Application.

[28] Application at 17 and Attachment 7 to the Application.

same 10-year capital improvement plan cost ($12.1 million, or $1.21 million per year) over all of its approximately 51,000 customers (served in the region by San Gabriel and Montebello). Assuming such budgeted improvements were in addition to the L.A. County division's existing capital budget, San Gabriel states that the resulting rates would increase by an average of only $1.27 per customer per month, over the next 10 years.[29]

Upon consolidation, San Gabriel points out that even with the anticipated rate increases described above, current Montebello customers will have a reasonable and fiscally feasible pathway to much needed infrastructure capital improvements, safe and reliable drinking water, and many other significant benefits. For instance, current Montebello customers who qualify for San Gabriel's low-income rate assistance program will experience an estimated decrease in their monthly bills of $5.11, or 7.5 percent.[30] Montebello water service customers will also gain access to conservation programs offered by San Gabriel, including conservation kits, K-12 education, gardening workshops, irrigation controller and nozzle retrofit programs, high-efficiency toilet distribution programs, commercial and industrial water audits, and recycled water retrofits.[31]

In addition, Montebello customers are currently billed bi-monthly; but after the Proposed Acquisition transaction, these customers will be billed monthly, a more convenient alternative that promotes conservation and affordability.[32] Thus, current Montebello customers would benefit from the Proposed Acquisition.

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[29] Application at 18.

[30] *Id*. at 7.

[31] *Id*. at 20.

[32] *Ibid*.

Current San Gabriel customers will also benefit from the Proposed Acquisition. For example, under the terms of the Purchase Agreement, San Gabriel will lease water pumping rights from Montebello at an initial rate of $450 per acre feet.[33] Over the 10-year life of the lease, San Gabriel estimates that it will realize total net savings in water production costs in the L.A. County division of approximately $1.7 million.[34]

According to San Gabriel's 2018 L.A. County division Master Plan Update, the two L.A. County division pressure zones that are located within Montebello and directly adjacent to Montebello's water system currently have combined water storage deficit of 10.5 million gallons.[35] But with the water lease as part of the Proposed Acquisition, San Gabriel's current customers can benefit by utilizing Montebello's reservoirs to provide approximately 5.6 million gallons of much needed additional storage capacity; this helps meet the combined water system needs for operational, emergency and fire flow requirements.[36]

In San Gabriel's 2019 GRC, San Gabriel proposed two storage-related capital projects totaling $11.5 million.[37] San Gabriel abandoned these two proposed storage-related capital projects because following San Gabriel's acquisition of Montebello's water system, San Gabriel will be able to utilize Montebello's reservoirs to provide approximately 5.6 million gallons of much needed additional storage capacity.

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[33] This includes annual increases equal to the percentage change in the Full Service Untreated Volumetric Cost of water charged by the Metropolitan Water District of Southern California.

[34] Attachment 9 to the Application.

[35] Attachment 10 to the Application.

[36] Application at 23.

[37] *Id*. at 24.

Thus, the Proposed Acquisition is a win-win from a public interest perspective because current San Gabriel customers will get the additional storage that they need, San Gabriel will not need to build additional storage projects at a cost of $11.5 million, and current Montebello water customers will also benefit for all the reasons discussed above.

Cal Advocates argues that San Gabriel does not need that additional water storage.[38] Cal Advocates points out that San Gabriel already complies with the Commission's General Order (GO) 103-A, which requires utilities to meet fire flow requirements.[39] Cal Advocates also points out that if a disaster "interrupts the supply of all wells at Plant No. 8, the combined pressure zones would still have 18,500 gallon per minute (GPM) remaining from other wells.[40] Accordingly, Cal Advocates argues that San Gabriel can meet the maximum daily demand requirement of 18,142 GPM, as well as other demands such as fire flow demands. Based on this, Cal Advocates argues that the Commission should find that San Gabriel's L.A. Division does not need the Montebello water system's reservoirs.

We are not persuaded by Cal Advocates' argument regarding the reservoirs. Instead, we are persuaded by the rebuttal testimony from witness DiPrimio, who testified that because of the lack of groundwater wells in the vicinity of Montebello:

> . . . the water storage reservoirs are the only source of supply in this area. . . . Without sufficient storage capacity, San Gabriel would risk its water system running dry during days of high water usage, wildfires, and other emergencies

[38] Cal Advocates Opening Brief at 2 and 17.

[39] GO 103-A; *see also* Ex. Cal Advocates-1.

[40] Ex. Cal Advocates-1 at 41:7-13.

> that require water to be distributed during both planned and unplanned water system outages.[41]

While the precise extent of the need is unclear, witness DiPrimio's testimony is persuasive and clearly demonstrates water system risks "during days of high water usage, wildfires, and other emergencies" that must be anticipated and that the additional water storage and well will help to provide an "instantaneous flow rate whenever needed for fire suppression for an extended period of time over the entire duration of the fire."[42] That convinces us that planning for the additional water storage is prudent and in the public interest.

In the context of our public interest analysis here and irrespective of whether and how much San Gabriel needs the additional storage, there is no harm or adverse impact associated with San Gabriel's L.A. Division access to the Montebello reservoirs and the additional water storage.

While the transaction need not meet every requirement of Sections 854(b)-(c), we will briefly list a few additional factors that, when weighed, demonstrate that there are no negative impacts to ratepayers resulting from the Proposed Acquisition. As indicated above, the Proposed Acquisition would result in short and long-term economic benefits to ratepayers, in the form of cost savings and more affordable alternatives. There is no evidence — and Cal Advocates does not argue — that the Proposed Acquisition would adversely impact competition. Montebello's water system is struggling, while San Gabriel is financially qualified to operate Montebello's water system; thus, the Proposed Acquisition would improve the financial condition of the resulting public utility

[41] DiPrimio Rebuttal at 9.

[42] *Ibid.*

doing business in the state. Because San Gabriel will bring economies of scale, internal expertise, access to resources, and greater knowledge and experience, it will help maintain the highest standards of water quality and improve infrastructure development, will improve the quality of service to public utility ratepayers in the state, and will maintain or improve the quality of management of the resulting public utility doing business in the state. There is no evidence — and Cal Advocates does not argue — that the Proposed Acquisition would be unfair or unreasonable to affected public utility employees or to the majority of all affected public utility shareholders. The Proposed Acquisition would be beneficial on an overall basis to state and local economies, and to the communities in the area served by the resulting public utility. The Proposed Acquisition also preserves the jurisdiction of the Commission and the capacity of the Commission to effectively regulate and audit public utility operations in the state. Lastly, because San Gabriel would still be under Commission jurisdiction and would require ongoing GRC authorizations for ongoing matters, such as the water lease, the Proposed Acquisition provides mitigation measures to prevent significant adverse consequences that may result.

To be clear, Cal Advocates does not dispute San Gabriel's contention that this Proposed Acquisition is in the public interest. Specifically, Cal Advocates does not oppose the Proposed Acquisition, "as long as the purchase price paid by ratepayers is reasonable."[43] Cal Advocates admits that Montebello's water system has been a drain on Montebello's budget for years, and that Montebello lacks the funds to make the required infrastructure repairs.[44]

[43] Cal Advocates Opening Brief at 2.

[44] *Ibid.*

When applying the ratepayer indifference standard and weighing the above public interests, we realize that the rate impact of this Proposed Acquisition cannot be eliminated. But those ratepayer impacts are one of several factors that form the public interest. On balance, we find that: (1) the Proposed Acquisition meets the ratepayer indifference standard; (2) the public interest benefits of the Proposed Acquisition are compelling; and (3) the Proposed Acquisition promotes the legislatively declared post-transaction public interest objectives. As indicated above, from a public interest perspective the Proposed Acquisition is a win-win for current San Gabriel customers and current Montebello water customers. We are convinced that San Gabriel has met its burden of proving that the Proposed Acquisition is in the public interest and that the Proposed Acquisition will not harm or otherwise adversely impact the ratepayers.

5.3. Acquisition Price Constitutes Fair Market Value

As discussed below, the purchase price of $15,857,000 for Montebello's water system assets constitutes fair market value.

In pertinent part, Section 2720 reads as follows:

> (a) The commission shall use the standard of fair market value when establishing the rate base value for the distribution system of a public water system acquired by a water corporation. This standard shall be used for ratesetting.
>
> (b) If the fair market value exceeds reproduction cost, . . . the commission may include the difference in the rate base for ratesetting purposes if it finds that the additional amounts are fair and reasonable.

Here, we find that Section 2720 subsection (a) applies to the Proposed Acquisition; subsection (b) would only apply if fair market value exceeds

reproduction cost. Although the Reconstruction Cost New Less Depreciation (RCNLD) Analysis dated April 22, 2019, shows an estimated RCNLD value of $15,856,768, the difference between fair market value and the estimated RCNLD is nominal.[45] Thus, we conclude that fair market value does not exceed reproduction cost.

Section 2720(a)(2) provides that for the purposes of this section, "fair market value" of the acquired water system shall have the same meaning as set forth in Code of Civ. Proc. Section 1263.320, which provides two valuation approaches:

> (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
>
> (b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

As to these two valuations approaches, San Gabriel argues in favor of subdivision (a), while Cal Advocates argues for subdivision (b). Below, we first discuss why subdivision (b) is inapplicable; therefore, we then conclude that subdivision (a) applies.

Cal Advocates points to the Legislative Committee Comments, which state that subdivision (b) was "added to the definition because there may be no relevant market for some types of special purpose properties such as schools,

[45] $15,857,000 - $15,856,768 = $232.

churches, cemeteries, parks, utilities, and similar properties."[46] The Commission, however, has already considered the "no relevant market" argument.[47] In some situations and for certain types of special purpose properties, there *may* be no relevant market; but this does not mean that these special purpose properties will always lack a relevant, comparable market. Today, we reiterate:

> Nothing in Code of [Civ. Proc. S]ection 1263.320 states that utilities are so unique that they can only be valued using subdivision (b). Rather it indicates only that in some situations there *may* be no relevant market. In addition, contrary to Cal Advocates' claims, there is no requirement that an applicant demonstrate a comparable market for the Commission to use the subdivision (a) method to determine the fair market value.[48] (Emphasis in original.)

In some situations, if there is no relevant market, we would apply Code of Civ. Proc. Section 1263.320(b) in those situations. However, for the reasons discussed below, we agree that subdivision (b) does not apply to the facts in this case. Instead, as discussed below, we agree that subdivision (a) applies.

Next, we discuss why the valuation from Code of Civ. Proc. Section 1263.320(a) is applicable. The purchase price was the result of arms' length negotiations between a willing and knowledgeable buyer and seller.[49] To begin the sale process, Montebello issued two requests for proposals in 2016, and San Gabriel and others submitted competing proposals.[50] In April 2019,

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[46] Code of Civ. Proc. § 1263.320 (Legislative Committee Comments – Senate).

[47] D.21-01-023 at 7.

[48] *Ibid*.

[49] Cal Advocates also argues that because customers of a utility buyer ultimately end up paying the purchase price of an acquired water system (through rate base), a "utility buyer is thus not a 'willing buyer' as used in Code of Civ. Proc. § 1263.320(a), but can more aptly be described as a 'willing lender.'" This creative argument lacks merit.

[50] Ex. SG-2 at 11-13.

Montebello asked parties to revise their previous proposals, San Gabriel was among those that did so, Montebello accepted one of the options proposed by San Gabriel, and they then negotiated the terms of the Purchase Agreement at arms' length.[51]

Here, the evidence includes a purchase price of $15,857,000[52] supported by a RCNLD Analysis dated April 22, 2019, showing a RCNLD value of $15,856,768.[53] Cal Advocates did not provide its own RCNLD report. Hence, we are not dealing with a situation involving two competing RCNLD analyses.[54] There is only one RCNLD study in evidence.

In addition, as to the recommended Capital Improvement Plan, we credit the testimony of witness DiPrimio, who explained that San Gabriel developed its Capital Improvement Plan based on its seven years of operating Montebello's water system and the economies of scale that can be achieved by integrating Montebello's smaller water system with San Gabriel's larger one.[55]

Thus, we conclude that $15,857,000 generally represents the fair market value of the water system assets.

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[51] *Id*. at 15-16.

[52] Attachment 1 to the Application.

[53] Attachment 13 to the Application.

[54] Rather than provide its own RCNLD analysis, Cal Advocates argues that "the proposed purchase price is excessive in light of the needed repairs" to Montebello's water system assets. (Cal Advocates Opening Brief at 1.) Cal Advocates focuses on the overall repair estimates if Montebello were to continue to operate the Montebello water system on a stand-alone basis. For San Gabriel, however, the repair costs will be less than what was proposed in the Stetson Report because of economies of scale, full system-wide integration, and San Gabriel's experience operating Montebello's water system. (Ex. SG-2 at 18.)

[55] Ex. SG-2 at 18.

5.4. Acquisition Price and Ratemaking Treatment

The $15,857,000 fair market value of the water system assets is the starting point for purposes of ratesetting. While the Commission "shall use the standard of fair market value when establishing the rate base value . . . ," per Section 2720(a), the plain meaning of this statute indicates that the Commission plays an active role and has discretion when establishing the rate base value. The phrase "when establishing" describes an action and a process. Nothing in the statute suggests that the Commission serves in a ministerial capacity, that the statute strips the Commission of its discretion, and that the Commission must accept the fair market value as likewise constituting the rate base value.

To strip away the Commission's discretion would serve to delegate the Commission's duty to evaluate whether a proposed transaction is in the public interest per Section 854, or whether rates are just and reasonable per Section 451, delegating these important public duties to contracting parties. Delegating these or other public duties to contracting parties would impair the Commission's exercise of its essential government function. That was not the intent of Section 2720(a). Thus, during the active process of establishing the rate base value, the Commission shall use the standard of fair market value as the starting point or main factor, but nothing in the statute limits the Commission to unconditionally accept fair market value as the only factor.

As discussed below, in exercising our discretion and in considering other factors, we arrive at the authorized rate base amount by deducting $206,203 (for fully depreciated assets), $203,441 (for the Veteran's Tract pipelines), and $80,000 (for the Bluff Road Well that has ceased to be used and useful) from the fair market value amount.

5.4.1. Updating Asset Ages to 2022

Cal Advocates requests that the Commission "update" San Gabriel's RCNLD Analysis dated April 22, 2019, to increase depreciation accruals from the 2019 analysis to 2022. This proposed depreciation "update" fails to reflect increases in construction and materials costs and general inflation over that same period. We cannot update a valuation piecemeal by focusing only on one factor (depreciation) and ignoring all other factors, such as increases in construction and materials costs and general inflation.

Moreover, Code of Civ. Proc. Section 1263.320 focuses on "the date of valuation." In general, there are often delays between the valuation date and the closing date, between the valuation date and the Commission decision, *etc.* However, in the absence of a new analysis with a 2022 date of valuation, we are not inclined to update the 2019 valuation of the Montebello water system assets simply by updating the depreciation of certain assets.

5.4.2. Disallowing Additional Service Lives for Fully Depreciated Assets

San Gabriel witness DiPrimio testified that the RCNLD Analysis "assumes a remaining useful life of one to three years for assets that have remained in service longer than the average lives of assets in that group."[56] The RCNLD Analysis lists 12 assets that met or exceeded their useful life.[57] As per the RCNLD Analysis dated April 22, 2019, all of these fully depreciated assets were accorded a value of three percent across the board — regardless of installation year — for a combined total value of $206,203 for assets that remained in service longer than

[56] *Id*. at 33.

[57] One of these assets met its 50-year useful life in 2018, two assets exceeded their useful lives by two years, one asset by three years, one asset by seven years, two assets by eight years, and five assets by 13 years. (Attachment 13 to the Application.)

the average lives of assets in that group.[58] The RCNLD Analysis "assumes a remaining useful life of 1 to 3 years . . ."[59] This assumption is pure speculation — not evidence. Moreover, assumptions and speculation do nothing to help applicants meet their burden of proof.

Even if San Gabriel can continue to use certain fully depreciated assets to provide service, we agree with Cal Advocates that those assets still had adequate time to be paid off by Montebello's ratepayers, and that there is no reason why San Gabriel's L.A. Division customers should pay for those assets again as part of the purchase price.[60] San Gabriel suggests that these assets may not have been paid for,[61] but, if so, that would be applicants' burden to prove. The evidence failed to establish that these assets have not been depreciated as would be typical under basic ratemaking principles.[62] Therefore, San Gabriel did not prove that it is entitled to additional depreciation or a different depreciation schedule.

Based on the evidence, we conclude that it is neither just nor reasonable to include in rate base the value of $206,203 for these 12 assets that were listed as fully depreciated in the RCNLD Analysis dated April 22, 2019.

5.4.3. Veteran's Tract

The eight pipelines in the Veteran's Tract of homes in Montebello's North System are in poor condition and have been recommended for replacement.[63]

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[58] Attachment 13 to the Application. Specifically, these 12 assets were valued as follows: *$30,324* + *$32,408* + *$1,881* + *$18,112* + $5,831 + $4,010 + $31,682 + $140 + $57,283 + $11,021 + $12,371 + $1,140 = $206,203. (Note: The four italicized amounts are also included below in Section 5.4.3. of this decision.)

[59] Ex. SG-2 at 33.

[60] Cal Advocates Reply Brief at 3.

[61] Joint Opening Brief at 13-14.

[62] Cal Advocates Reply Brief at 3, citing Standard Practice U-4-W at 4.

[63] Stetson Report at 2-8.

The Stetson Report states that "San Gabriel operators indicate there are many maintenance issues associated with pipelines within the Veteran's Tract due to age."[64] The report explains that the Veteran's Tract four to six-inch cast iron pipelines are primarily located on easements within backyards and are therefore "hard to access and difficult to serve."[65] In addition, the Stetson Report also recommended relocating the associated service laterals and meters.[66] San Gabriel agrees that these eight Veteran's Tract pipelines must be replaced.[67]

A majority of homes in the Veteran's Tract area were constructed between 1947 and 1957.[68] As to the Veteran's Tract pipelines, the Stetson Report states that "the ages of these pipelines are unknown."[69] One of San Gabriel's witnesses testified that the RCNLD Analysis estimated that the Veteran's Tract pipelines were installed in 1955, but that it is unknown when the pipelines were actually placed in service.[70]

Despite these estimates and unknowns, the RCNLD Analysis assigns more than $286,166 in value to these eight Veteran's Tract assets.[71] Cal Advocates argues that if the Veteran's Tract pipelines were actually installed closer to 1947, this would mean they had already surpassed their service life when San Gabriel

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[64] *Ibid.*

[65] *Ibid.*

[66] *Ibid.*

[67] Hearing Transcript, Volume 1 at 56:18-57:2.

[68] Stetson Report at 2-8.

[69] *Ibid.*

[70] Hearing Transcript at 53:15-19.

[71] Attachment 13 to the Application. Specifically, these eight pipeline assets were valued as follows: $28,274 + $6,120 + *$30,324* + *$32,408* + *$1,881* + *$18,112* + $157,302 + $11,745 = $286,166. (Note: The four italicized amounts were also included above in Section 5.4.2. of this decision.)

conducted its initial RCNLD Analysis in 2019.[72] Even under the assumed 1955 installation date, four of these pipelines already surpassed their service life.

We discussed four of the eight pipelines in Section 5.4.2. above. For purposes of clarification, the four Veteran's Tract pipelines that were fully depreciated were allocated a combined value of $82,725 in the RCNLD Analysis.[73] Therefore, the other remaining four Veteran's Tract pipelines are valued in the RCNLD Analysis at $203,441.[74]

Cal Advocates also argues that it is unreasonable to force ratepayers to pay for old pipes that have repeatedly been recommended for replacement, only to then have ratepayers pay for new pipes to replace those same pipelines; this calls into question how these assets can be worth $286,166, when all parties agree the assets need to be replaced at an estimated replacement cost of $4.4 million.[75] We agree; this is unreasonable.

Based on (1) the poor condition of the four remaining pipelines at issue; (2) the Stetson Report recommendation that the Veteran's Tract pipelines be replaced; and (3) the other relevant evidence in the record, we conclude that it is neither just nor reasonable to include in rate base the value of $203,441 for these four Veteran's Tract pipelines.

5.4.4. Bluff Road Well

The Bluff Road Well, which is part of Montebello's Southern Water System Facilities, was installed in 1972, was listed in the RCNLD Analysis at 46 age years

[72] Cal Advocates Opening Brief at 11.

[73] $30,324 + $32,408 + $1,881 + $18,112 = $82,725.

[74] $286,166 - $82,725 = $203,441. Alternatively, $28,274 + $6,120 + $157,302 + $11,745 = $203,441.

[75] Cal Advocates Opening Brief at 12.

with four remaining life years, and was valued at $80,000.[76] The Bluff Road Well is currently offline.[77] Based on the evidence in the record, it is apparent that the Bluff Road Well is neither used nor useful at the present time.

It is a fundamental principle of ratemaking that assets must be physically used and useful to ratepayers — *i.e.*, must be in use and providing service — in order to be included within rate base. "Over the years, this Commission has closely adhered to the 'used and useful' principle, which requires that utility property be actually in use and providing service in order to be included in the utility's rate base."[78] Removing the value of the Bluff Road Well, which has ceased to be used and useful, from rate base is essential to ensuring that utility customers are not paying for capital investments that are not providing service to customers.[79]

Thus, we conclude that it is neither just nor reasonable to include in rate base the value of $80,000 for the Bluff Road Well.

5.5. Ratemaking Treatment of Lease of Montebello's Water Rights

The Application does not expressly identify the ratemaking issue concerning the annual cost that San Gabriel will incur upon leasing Montebello's water rights as part of the Proposed Acquisition.[80] Lease of Montebello's water rights is not one of the six scoped issues set forth in the Scoping Ruling.

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[76] Attachment 13 to the Application.

[77] Ex. Cal Advocates-3 (Excerpt from Data Request Response AA9-002) at 2.

[78] D.84-09-080 and D.11-05-018 at 49; *see also* §§ 701.10, 455.5.

[79] If, at some future time, the Bluff Road Well becomes used and useful, such asset can be returned to the rate base as part of San Gabriel's GRC.

[80] Joint Applicants Reply Brief at 21-22.

Cal Advocates urges the Commission not to assess the reasonableness of the water rights lease in this proceeding, but rather to review the reasonableness of these expenses in San Gabriel's future GRCs.[81] We agree. Thus, per the Application and Scoping Ruling, we conclude that the question of whether to include the ratemaking treatment of the lease of Montebello's water rights is not an issue before the Commission.[82]

5.6. The Proposed Increased Rates To Be Charged to the Ratepayers Are Just and Reasonable

We acknowledge that transactions authorized under the Consolidation Act, like this one, may lead to rate increases, but such transactions also likely lead to other important ratepayer benefits envisioned by the Consolidation Act. "Applying Section 2720 places a cost on ratepayers: that of supporting a rate base higher than it would otherwise be because it is set at fair market value."[83] That is by design because "[p]roviding water corporations with an incentive to achieve these scale economies will provide benefits to ratepayers," as stated in Section 2719(d). Other legislatively imputed public interests, set forth in statute and discussed in this decision, also support these added costs.

The existing framework stemming from D.99-10-064 (Framework Decision) does not analyze the rate impact of an acquisition on existing customers of the acquiring utilities, as it only discusses rates for customers of the utility being

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[81] Cal Advocates Opening Brief at 20-21

[82] There is another reason to wait until San Gabriel's future GRCs to address the issue surrounding the lease of water rights. The Commission recently issued an Order Instituting Rulemaking "to develop an updated framework that will provide guidelines for the Commission's review of acquisitions involving Commission-regulated water utilities." (Rulemaking (R.) 22-04-003 at Ordering Paragraph 2.) One of the issues addressed as part of R.22-04-003 is how water rights should be considered in water utility system acquisitions.

[83] D.01-09-057 at 28.

acquired.[84] From a universal public interest perspective, however, we are interested in the rate impacts of the Proposed Acquisition on all customers.

As discussed in Section 4.2.3. of this decision, we understand the Proposed Acquisition will result in rate increases for Montebello and San Gabriel customers. On balance, however, those rate increases are better than the alternatives. The Proposed Acquisition will also result in cost-savings because of the expenses avoided, the low-income rate assistance program, the economies of scale, *etc.* Thus, we find that the proposed rate increases are just and reasonable.

However, because the proposed rates in the Application are based, in part, on the use of the $15,857,000 purchase price in the new rate base, San Gabriel shall adjust the proposed rates based on our authorization to include $15,367,356 — not the $15,857,000 purchase price — in rate base.

5.7. San Gabriel is Financially Qualified to Acquire Montebello's Water System Assets

In acquisitions, mergers, and transfers of control, Sections 851-854 require that a transferee meet certain financial requirements. San Gabriel is a corporation duly organized and existing under the laws of the State of California, and it has been in existence for well over 70 years.[85] With its Application, San Gabriel included a balance sheet as of June 30, 2020, together with an income statement covering the twelve months ending June 30, 2020, showing net income of $27,967,000.[86] Cal Advocates does not challenge San Gabriel's financial qualifications to acquire Montebello's water system assets. There is no evidence presented that raises concerns regarding San Gabriel's financial qualifications to

[84] D.99-10-064 and *see* R.22-04-003 at 11.

[85] Application at 31.

[86] Attachment 16 to the Application.

acquire Montebello's water system assets. As such, we find that San Gabriel met its burden of proving that it is financially qualified to acquire Montebello's water system assets.

5.8. San Gabriel is Qualified to Operate the Montebello Water Service

In acquisitions, mergers, and transfers of control, Sections 851-854 also require that a transferee be qualified to operate the acquired utility. Since 2013, San Gabriel's L.A. County division employees have operated the Montebello water system per an operating agreement in compliance with D.10-10-019.[87] Cal Advocates does not challenge San Gabriel's qualifications to operate Montebello's water system assets. There is no evidence presented that raises concerns regarding San Gabriel's qualifications to operate Montebello's water system assets. Thus, we find that San Gabriel met its burden of proving that it is qualified to operate Montebello's water system assets.

6. Environmental and Safety Matters

6.1. California Environmental Quality Act Review Is Not Required for This Transaction

Rule 2.4 of the Commission's Rules of Practice and Procedure (Rules) requires applications to address the applicability of the California Environmental Quality Act of 1970 (CEQA), as amended and codified in Public Resources Code Section 21000 *et seq*., to the proposed project or transaction that is the subject of the application.[88] The Proposed Acquisition that is the subject of this Application is not within the applicability of CEQA because it does not constitute a "project" within the meaning of CEQA. Projects under CEQA are those specifically

[87] Application at 9.

[88] On July 16, 2018, the Montebello Board of Supervisors approved a Categorical Exclusion under the National Environmental Policy Act. (Application at 2.)

defined as any "activity which may cause either a direct physical change [to] the environment, or a reasonably foreseeable indirect physical change in the environment."[89]

This Application seeks Commission approval of San Gabriel's acquisition of Montebello's water system assets. The Commission has consistently held such a transfer of control and operation of existing water system facilities does not result in any changes to the environment, and thus, an application seeking authorization for such a transaction is not subject to CEQA.[90] Because no "direct or reasonably foreseeable indirect physical change in the environment" will occur, the Proposed Acquisition is not subject to the provisions of CEQA.

6.2. The Proposed Acquisition Aligns With the Commission's Environmental and Social Justice (ESJ) Action Plan

In February 2019, the Commission adopted its ESJ Action Plan as a comprehensive strategy and framework for addressing ESJ issues in each proceeding.[91] The community served by Montebello's water service is considered by the Department of Water Resources to be a Disadvantaged Community.

The Commission's ESJ Action Plan identifies existing inequities and proposes actions for how the Commission can use its regulatory authority to address health and safety, consumer protection, program benefits, and enforcement to encompass all the industries it regulates, including energy, water,

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[89] *See* California Public Resources Code § 21065.

[90] *See* D.13-01-033 and D.11-03-016.

[91] Environmental justice means the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, and enforcement of environmental laws, regulations, and policies. *See* https://www.cpuc.ca.gov/news-and-updates/newsroom/environmental-and-social-justice-action-plan.

and communications programs. Goal 3 of the Commission's ESJ Action Plan is to improve access to high-quality water, communications, and transportation services for ESJ communities.[92] For water utilities, objectives for this goal include (1) consolidating small water systems; and (2) expanding low-income programs.[93]

With respect to the first objective, the Commission's ESJ Action Plan recognizes that consolidation is an important tool to ensure safe and reliable water. The Commission has previously recognized that:

> Smaller water companies often do not have the resources or expertise to operate in full compliance with increasingly stringent and complex water quality regulations. Many water companies are too small to be viable in the long-term, raising questions as to whether they will be able to continue to provide clean and reliable water in the future.[94]

San Gabriel will bring economies of scale, internal expertise, access to resources, and greater knowledge and experience.[95] These will help maintain the highest standards of water quality and improve infrastructure development.[96] San Gabriel's size, financial strength, and the breadth of expertise of its employees, allow it to implement strong conservation programs and setting rates that balance investment, conservation, and affordability.[97] In addition, San Gabriel can spread costs to operate, maintain, and invest over a much larger

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[92] Environmental and Social Justice Action Plan, Version 1.0, February 21, 2019 (ESJ Action Plan) at 7.

[93] ESJ Action Plan at 16.

[94] California Public Utilities Commission 2010 Water Action Plan at 9.

[95] Application at 16-19.

[96] *Id*. at 5-7, 23-26, and Attachment 8 to the Application.

[97] Application at 20, 28, and 31.

customer base.[98] San Gabriel's resources will be used to improve the water quality and level of customer service in Montebello.[99]

With respect to the second objective, San Gabriel has a well-established low-income support program to help customers with their monthly bills.[100] Qualifying low-income customers would experience a decrease in their monthly bills of $10.48, or 15.4 percent.[101] Small water systems like Montebello's do not have a sufficient customer base to support such a program.

As discussed in Section 5.2.3. of this decision, there is a public interest benefit for San Gabriel to acquire Montebello's water system assets and leverage their customer service, operations experience, and resources to improve the water system's reliability, to improve compliance with health and safety regulations, and to achieve economies of scale that are not possible for a water system of Montebello's relatively small size. Therefore, we conclude that approval of this Application will help promote and further the Commission's ESJ Action Plan goals.

6.3. Safety

Prior to approving this Application, the Commission must ensure that there are no safety issues or concerns. The Proposed Acquisition will allow San Gabriel to improve the water quality and reliability of Montebello's water

[98] *Id*. at 18.

[99] *Id*. at 9 and 20.

[100] *Id*. at 7 and 28.

[101] *Id*. at 28.

service.[102] San Gabriel will also address all outstanding repairs, improvements, and compliance issues that are present with Montebello's water system assets.[103]

We find that the acquisition promotes safety by helping to ensure that Montebello water service customers have long-term access to safe and reliable water. There are no additional safety issues that need to be addressed in this Application.

7. Conclusion

San Gabriel's request to purchase Montebello's water system assets is approved. The $15,857,000 purchase price represents the fair market value of the water system assets. As discussed in this decision, of the $15,857,000 purchase price, only the amount of $15,367,356 is authorized to be included in rate base.

To calculate the rate base, we started with the fair market value of $15,857,000 and deducted $206,203 (for fully depreciated assets), $203,441 (for the Veteran's Tract pipelines), and $80,000 (for the Bluff Road Well that ceased to be used and useful).

8. Comments on Proposed Decision

The proposed decision of ALJ Rosas in this matter was mailed to the parties in accordance with Pub. Util. Code Section 311 and comments were allowed under Rule 14.3. On November 8, 2022, San Gabriel and Montebello filed joint opening comments, and Cal Advocates filed opening comments. On November 14, 2022, San Gabriel and Montebello filed joint reply comments, and Cal Advocates filed reply comments. We considered the comments and made appropriate modifications.

[102] *Id*. at 5-7, 9, 20, and 23-26.

[103] *Id*. at 18, Attachment 8 to the Application, and Ex. SG-2 at 18.

9. Assignment of Proceeding

Darcie L. Houck is the assigned Commissioner and Michelle Cooke and Alberto Rosas are the co-assigned ALJs in this proceeding.

Findings of Fact

1. San Gabriel filed Application 20-10-004 seeking authorization to purchase Montebello's water system assets and related approvals (Proposed Acquisition).

2. The Proposed Acquisition is subject to Sections 851-854, requiring the Applicant to seek Commission approval regarding the transfer of utility property.

3. The Proposed Acquisition is subject to the Consolidation Act, codified as Sections 2718 - 2720, requiring San Gabriel to seek Commission assessment of the fair market value of the acquisition assets.

4. In weighing the public interest considerations, we follow the large body of Commission decisions and apply the ratepayer indifference standard, where no harm or adverse impact to the ratepayer is identified.

5. Montebello issued two requests for proposals in 2016, and San Gabriel and others submitted competing proposals; in April 2019, Montebello asked parties to revise their previous proposals. San Gabriel was among those that did so; Montebello accepted one of the options proposed by San Gabriel; and they then negotiated the terms of a purchase agreement.

6. San Gabriel and Montebello entered into an Agreement for Purchase and Sale of Water System Assets and Lease of Water Rights dated September 29, 2020, whereby San Gabriel would purchase Montebello's water system assets for $15,857,000.

7. The purchase price of $15,857,000 was the result of arms' length negotiations between a willing and knowledgeable buyer and seller.

8. The fair market value of Montebello's water system assets is $15,857,000. This same amount represents the estimated value of water system assets per the RCNLD Analysis dated April 22, 2019.

9. San Gabriel holds a CPCN (U337W), which establishes San Gabriel's right to serve most of the northern part of Montebello, including approximately 1,600 of San Gabriel's own L.A. County division customers.

10. Approximately 650, or 39 percent of Montebello's 1,650 municipal water system customers who are the subject of the Proposed Acquisition are located within San Gabriel's CPCN area.

11. Montebello is a high-risk local government agency; and Montebello's water system has been operating at a significant deficit since at least 2007, due in large part to increased costs of imported water, operations, maintenance, and necessary capital improvements.

12. The Montebello City Council adopted Resolution No. 20-68 on August 26, 2020, which made the findings required under Gov. Code Section 37420.5, as modified by AB 850.

13. Since 2013, San Gabriel's L.A. County division employees have operated Montebello's water system under an operating agreement between San Gabriel and Montebello.

14. Montebello is faced with the need to replace or upgrade the public water system infrastructure to meet increasingly stringent state and federal safe drinking water laws and regulations governing fire flow standards for public fire protection.

15. Increased amounts of capital for Montebello's water system are required to finance the necessary investment in public water system infrastructure.

16. Montebello's water system, with its small customer base and no prospects for significant customer growth, will not be able to provide safe and reliable water service going forward at costs Montebello's residents will be able to reasonably afford.

17. The RCNLD Analysis lists 12 assets that met or exceeded their useful life; one of these assets met its 50-year useful life in 2018; two assets exceeded their useful lives by two years; one asset by three years; one asset by seven years; two assets by eight years; and five assets by 13 years.

18. The eight pipelines in the Veteran's Tract of homes in Montebello's North System are in poor condition and require replacement; and four of the Veteran's Tract pipelines met or exceeded their useful life.

19. The Bluff Road Well was installed in 1972 as part of Montebello's Southern Water System Facilities; and at the moment, this well is not used or useful.

20. Upon consolidation of Montebello's water system with San Gabriel's L.A. County division, customers now served by Montebello's water system and who qualify for San Gabriel's low-income rate assistance program, will experience a decrease in their monthly bills.

21. Upon consolidation of Montebello's water system with San Gabriel's L.A. County division, Montebello water service customers will have access to conservation programs offered by San Gabriel, including conservation kits, K-12 education, gardening workshops, irrigation controller and nozzle retrofit programs, high-efficiency toilet distribution programs, commercial and industrial water audits, and recycled water retrofits.

22. Montebello water service customers are currently billed bi-monthly; but after the Proposed Acquisition, these customers will be billed monthly.

23. San Gabriel is financially qualified to acquire Montebello's water system assets.

24. Due to its size, fiscal backing, familiarity, and sophistication, San Gabriel is in a superior position to use economies of scale, resources, and knowledge to better service the water needs of Montebello customers; therefore, the Proposed Acquisition complies with Section 2718 *et seq*.

25. San Gabriel is qualified to operate Montebello's water system.

26. The Proposed Acquisition will maintain or improve the financial condition and management of the utility, will improve the quality of service to the utility's ratepayers, and will be generally beneficial to the community served by the public utility.

27. The Proposed Acquisition promotes safety by helping to ensure that Montebello water service customers have long term access to safe and reliable water.

28. To calculate the rate base, we deducted $206,203 (for fully depreciated assets), $203,441 (for the Veteran's Tract pipelines), and $80,000 (for the Bluff Road Well that ceased to be used and useful) from the fair market value amount of $15,857,000.

29. There are no safety issues that need to be addressed in the Application.

30. The Proposed Acquisition will not cause direct or reasonably foreseeable indirect physical change in the environment.

31. Approval of this Application will help promote and further the Commission's ESJ Action Plan goals.

32. Code of Civ. Proc. Section 1263.320(a) defines fair market value as the highest price agreed upon by a willing buyer and willing seller.

33. The appropriate evidentiary standard in a ratesetting matter is preponderance of the evidence.

Conclusions of Law

1. The Application 20-10-004 should be approved.
2. San Gabriel should be authorized to purchase Montebello's water system assets and be granted related approvals as discussed in this decision.
3. The Application and the Proposed Acquisition comply with Sections 851-854.
4. The Proposed Acquisition complies with Gov. Code Section 37420.5, as modified by AB 850.
5. San Gabriel's acquisition of Montebello is in the public interest.
6. The proposed acquisition purchase price of $15,857,000 is the fair market value of the acquisition assets.
7. For purposes of calculating the rate base, it is reasonable to deduct $206,203 (for fully depreciated assets), $203,441 (for the Veteran's Tract pipelines), and $80,000 (for the Bluff Road Well that ceased to be used and useful) from the fair market value amount of $15,857,000 to arrive at rate base amount of $15,367,356.
8. San Gabriel should be authorized to include $15,367,356 in rate base for the acquired system into the L.A. division for ratemaking purposes.
9. It is just and reasonable for San Gabriel to charge customers of Montebello's water system the rates and charges for water utility service that are currently in effect for all L.A. County division customers at the time of closing of the Proposed Acquisition.
10. No CEQA review is required for our approval of the Proposed Acquisition.

11. The Proposed Acquisition aligns with the goals set forth in the Commission's ESJ Action Plan.

12. This proceeding should be closed.

O R D E R

IT IS ORDERED that:

1. The Agreement for Purchase and Sale of Water System Assets and Lease of Water Rights dated September 29, 2020, as proposed in Application 20-10-004, is approved; and San Gabriel Valley Water Company is authorized to purchase the City of Montebello's water system assets for $15,857,000 per the terms and conditions of the Agreement for Purchase and Sale of Water System Assets and Lease of Water Rights dated September 29, 2020, as proposed in Application 20-10-004.

2. Upon acquisition of the City of Montebello's water system assets, San Gabriel Valley Water Company is authorized to include $15,367,356 in rate base for the acquired system into the Los Angeles County division for ratemaking purposes.

3. San Gabriel Valley Water Company (San Gabriel) may lease the City of Montebello's water pumping rights per the terms and conditions of the Agreement for Purchase and Sale of Water System Assets and Lease of Water Rights dated September 29, 2020. The water rights lease shall not be reflected in rates at this time. The water rights lease may be addressed as part of San Gabriel's next general rate case.

4. San Gabriel Valley Water Company is authorized to expand its certificate of public convenience and necessity (U337W) for its Los Angeles (L.A.) County division to include current Montebello water system customers who are not already located within the boundaries of the existing L.A. County division.

5. San Gabriel Valley Water Company (San Gabriel) shall, upon closing of the acquisition, immediately consolidate the City of Montebello's water system into San Gabriel's Los Angeles County division for operational purposes.

6. Within 30 days from receipt of its operating permit, San Gabriel Valley Water Company (San Gabriel) shall file a Tier 1 Advice Letter to expand its certificate of public convenience and necessity to include and add the City of Montebello's water system service area and to charge San Gabriel's existing Los Angeles County division rates in the newly acquired area.

7. Within 10 days of the completion of the sale of the City of Montebello's water system to San Gabriel Valley Water Company (San Gabriel), San Gabriel must notify the Commission's Director of the Water Division in writing that the sale has been completed.

8. San Gabriel Valley Water Company is bound by all Commission decisions, rules, and regulations applicable to regulated water utilities.

9. Today's decision is effectively immediately.

10. Application 20-10-004 is closed.

Dated December 1, 2022, at San Francisco, California.

ALICE REYNOLDS
President
CLIFFORD RECHTSCHAFFEN
GENEVIEVE SHIROMA
DARCIE L. HOUCK
JOHN REYNOLDS
Commissioners

RESOLUTION NO. 22-95
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1542, consisting of 19 pages, and including:

Warrant No.

General: Checks No. 598103 through 598413
ACH No. 3129 through 3321

Successor Agency: Check No. 1497 through 1497

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 14h day of December 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No.22-95 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of December 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1542
From Payment Date 10/28/22 - To Payment Date 12/01/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
3129	11/03/2022	$1,058.14	TRAINING	3163	BANK OF AMERICA
3130	11/03/2022	$6,578.07	SUPPLIES	3163	BANK OF AMERICA
3131	11/03/2022	$439.58	SUPPLIES	3163	BANK OF AMERICA
3132	11/03/2022	$1,191.05	SUPPLIES	3163	BANK OF AMERICA
3133	11/03/2022	$3,000.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
3134	11/03/2022	$17,345.50	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
3135	11/03/2022	$3,802.39	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3136	11/03/2022	$95,314.66	CONTRACT SERVICES	3016	ANTARES GOLF LLC
3137	11/03/2022	$2,231.92	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3138	11/03/2022	$23,986.18	SUPPLIES	408	DEKRA-LITE INDUSTRIES INC
3139	11/03/2022	$60.62	SUPPLIES	3108	MARIO ESPINOSA
3140	11/03/2022	$47,091.05	CONTRACT SERVICES	371	FLO-SERVICES INC
3141	11/03/2022	$945.75	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3142	11/03/2022	$1,716,545.81	CONTRACT SERVICES	2793	IBE DIGITAL
3143	11/03/2022	$2,072.85	SUPPLIES	26670	LIFE-ASSIST INC
3144	11/03/2022	$608.30	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
3145	11/03/2022	$5,501.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
3146	11/03/2022	$263.25	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
3147	11/03/2022	$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
3148	11/03/2022	$25,463.90	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
3149	11/03/2022	$130.34	SUPPLIES	1120	BLUETRITON BRANDS INC
3150	11/03/2022	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
3151	11/03/2022	$4,336.25	IMPROVEMENTS OTHER THAN BUILDING	3369	SALLY SWANSON ARCHITECTS INC
3152	11/03/2022	$11,176.65	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
3153	11/03/2022	$94,027.33	FUEL INVENTORY	1059	AMBER RESOURCES LLC
3154	11/03/2022	$1,194.43	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO

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3155	11/03/2022	$1,408.51	SUPPLIES	3088	WAXIES ENTERPRISES LLC
3156	11/03/2022	$67.90	CONTRACT SERVICES	3140	WEX HEALTH INC
3157	11/10/2022	$125.00	TRAINING	3163	BANK OF AMERICA
3158	11/10/2022	$344.86	SUPPLIES	3163	BANK OF AMERICA
3159	11/10/2022	$160.07	SUPPLIES	3163	BANK OF AMERICA
3160	11/10/2022	$9,290.42	SUPPLIES	3163	BANK OF AMERICA
3161	11/10/2022	$5,180.98	CONTRACT SERVICES	3163	BANK OF AMERICA
3162	11/10/2022	$24.10	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
3163	11/10/2022	$1,493.70	SUPPLIES	3163	BANK OF AMERICA
3164	11/10/2022	$448.30	SUPPLIES	3163	BANK OF AMERICA
3165	11/10/2022	$3,428.46	SUPPLIES	3163	BANK OF AMERICA
3166	11/10/2022	$482.01	SUPPLIES	3163	BANK OF AMERICA
3167	11/10/2022	$86.15	SUPPLIES	3163	BANK OF AMERICA
3168	11/10/2022	$163.80	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3169	11/10/2022	($695.00)	TRAINING	3163	BANK OF AMERICA
3170	11/10/2022	$20.27	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3171	11/10/2022	$256.29	SUPPLIES	3163	BANK OF AMERICA
3172	11/10/2022	$314.42	SUPPLIES	3163	BANK OF AMERICA
3173	11/10/2022	$3,523.60	SUPPLIES	3163	BANK OF AMERICA
3174	11/10/2022	$2,120.42	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3175	11/10/2022	$81,027.00	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
3176	11/10/2022	$82.00	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
3177	11/10/2022	$7,898.99	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3178	11/10/2022	$1,033.59	SUPPLIES	62880	AMERICAN MARKER
3179	11/10/2022	$5,299.87	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3180	11/10/2022	$105.85	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
3181	11/10/2022	$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
3182	11/10/2022	$345.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF

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3183	11/10/2022	$921.67	TRAVEL & MEETINGS	2636	RENE BOBADILLA
3184	11/10/2022	$96.00	TRAVEL & MEETINGS	17880	ANI CHUKHURYAN
3185	11/10/2022	$518.87	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3186	11/10/2022	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
3187	11/10/2022	$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
3188	11/10/2022	$34.00	CONTRACT SERVICES	23660	DAIOHS USA
3189	11/10/2022	$7,210.00	CONTRACT SERVICES	371	FLO-SERVICES INC
3190	11/10/2022	$539.78	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3191	11/10/2022	$2,768.76	CONTRACT SERVICES	46870	HDL COREN & CONE
3192	11/10/2022	$5,240.66	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
3193	11/10/2022	$2,991.64	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
3194	11/10/2022	$10,810.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
3195	11/10/2022	$7,051.95	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
3196	11/10/2022	$1,966.25	CONTRACT SERVICES	2892	KTU & A
3197	11/10/2022	$558.00	SUPPLIES	26670	LIFE-ASSIST INC
3198	11/10/2022	$8,199.00	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
3199	11/10/2022	$80,965.29	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
3200	11/10/2022	$13,745.00	IMPROVEMENTS OTHER THAN BUILDING	3028	ONWARD ENGINEERING
3201	11/10/2022	$5,907.11	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
3202	11/10/2022	$203.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
3203	11/10/2022	$60,751.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
3204	11/10/2022	$2,034.84	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
3205	11/10/2022	$3,427.02	SUPPLIES	33960	DAVID SOSNOWSKI
3206	11/10/2022	$25,695.33	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
3207	11/10/2022	$14,834.66	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
3208	11/10/2022	$271.68	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
3209	11/10/2022	$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC
3210	11/10/2022	$4,532.51	SUPPLIES	3088	WAXIES ENTERPRISES LLC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3211	11/17/2022	$3,947.35	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
3212	11/17/2022	$870.98	SUPPLIES	62880	AMERICAN MARKER
3213	11/17/2022	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
3214	11/17/2022	$400.00	CONTRACT SERVICES	2365	LETICIA TORRES
3215	11/17/2022	$23,021.39	CONTRACT SERVICES	3016	ANTARES GOLF LLC
3216	11/17/2022	$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
3217	11/17/2022	$40.00	CARPOOL INCENTIVE	3809	SAMANTHA CHENELIA
3218	11/17/2022	$2,415.40	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3219	11/17/2022	$314.04	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3220	11/17/2022	$9,070.29	CONTRACT SERVICES	2624	CRAFCO INC
3221	11/17/2022	$618.86	SUPPLIES	70920	DECALS BY DESIGN INC
3222	11/17/2022	$3,287.13	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY INC
3223	11/17/2022	$40.00	CARPOOL INCENTIVE	3384	ALICIA FERNANDEZ
3224	11/17/2022	$34.00	CONTRACT SERVICES	23660	DAIOHS USA
3225	11/17/2022	$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
3226	11/17/2022	$307.43	MACHINERY & EQUIPMENTS	2654	GOLDEN STAR TECHNOLOGY INC
3227	11/17/2022	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
3228	11/17/2022	$2,091.00	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3229	11/17/2022	$7,500.00	CDBG - HEART OF COMPASSION	1349	HEART OF COMPASSION
3230	11/17/2022	$30.00	CARPOOL INCENTIVE	3196	MICAH HERD
3231	11/17/2022	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
3232	11/17/2022	$11,978.39	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
3233	11/17/2022	$126.24	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
3234	11/17/2022	$8,281.94	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
3235	11/17/2022	$1,000.00	EDUCATION REIMBURSEMENT	2351	RYAN LANDRUM
3236	11/17/2022	$40.00	CARPOOL INCENTIVE	3810	ALEXIS LUCERO
3237	11/17/2022	$966.00	CONTRACT SERVICES	1501	MAKAI SOLUTIONS
3238	11/17/2022	$116,539.73	CONTRACT SERVICES	2954	MANHOLE ADJUSTING INC

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3239	11/17/2022	$250.00	TRAINING	116	ADAM MITCHELL
3240	11/17/2022	$2,727.91	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
3241	11/17/2022	$83,467.38	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
3242	11/17/2022	$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
3243	11/17/2022	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
3244	11/17/2022	$750.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
3245	11/17/2022	$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
3246	11/17/2022	$331.24	SUPPLIES	1120	BLUETRITON BRANDS INC
3247	11/17/2022	$3,469.42	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
3248	11/17/2022	$30.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
3249	11/17/2022	$36,489.13	FUEL INVENTORY	1059	AMBER RESOURCES LLC
3250	11/17/2022	$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
3251	11/17/2022	$303.19	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
3252	11/17/2022	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
3253	11/17/2022	$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
3254	11/17/2022	$886.56	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
3255	11/17/2022	$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
3256	11/17/2022	$80.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
3257	11/17/2022	$3,245.00	CONTRACT SERVICES	217	TRACKIT LLC
3258	11/17/2022	$2,403.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
3259	11/17/2022	$2,063.91	SUPPLIES	3088	WAXIES ENTERPRISES LLC
3260	11/17/2022	$474.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
3261	11/17/2022	$4,829.68	CONTRACT SERVICES	1657	OSCAR ZAVALAS
3262	11/23/2022	$973.44	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
3263	11/23/2022	$2,602.43	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
3264	11/23/2022	$9,140.00	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
3265	11/23/2022	$856.56	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
3266	11/23/2022	$15,230.80	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC

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3267	11/23/2022	$1,957.56	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
3268	11/23/2022	$156.10	SUPPLIES	1120	BLUETRITON BRANDS INC
3269	11/23/2022	$3,313.13	FUEL	1059	AMBER RESOURCES LLC
3270	11/23/2022	$15,000.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
3271	11/23/2022	$123.37	SUPPLIES	3066	V & V MANUFACTURING INC
3272	12/01/2022	$3,073.98	SUPPLIES	3163	BANK OF AMERICA
3273	12/01/2022	$457.21	SUPPLIES	3163	BANK OF AMERICA
3274	12/01/2022	$4,792.92	SUPPLIES	3163	BANK OF AMERICA
3275	12/01/2022	$4,721.95	TRAINING	3163	BANK OF AMERICA
3276	12/01/2022	$97.76	FUEL	3163	BANK OF AMERICA
3277	12/01/2022	$2,629.20	SUPPLIES	3163	BANK OF AMERICA
3278	12/01/2022	$3,070.45	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3279	12/01/2022	$1,670.56	SUPPLIES	3163	BANK OF AMERICA
3280	12/01/2022	$1,078.35	TRAINING	3163	BANK OF AMERICA
3281	12/01/2022	$466.59	SUPPLIES	3163	BANK OF AMERICA
3282	12/01/2022	$57.31	SUPPLIES	3163	BANK OF AMERICA
3283	12/01/2022	$475.29	SUPPLIES	3163	BANK OF AMERICA
3284	12/01/2022	$99.17	SUPPLIES	3163	BANK OF AMERICA
3285	12/01/2022	$146.53	SUPPLIES	3163	BANK OF AMERICA
3286	12/01/2022	$154.49	SUPPLIES	3163	BANK OF AMERICA
3287	12/01/2022	$2.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
3288	12/01/2022	$159,199.56	TRANSFER IN	17870	THE BANK OF NEW YORK MELLON
3289	12/01/2022	$136,480.13	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
3290	12/01/2022	$169,793.76	TRANSFER IN	17870	THE BANK OF NEW YORK MELLON
3291	12/01/2022	$436,714.78	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
3292	12/01/2022	$1,757,330.25	INTEREST PAYABLE	17870	THE BANK OF NEW YORK MELLON
3293	12/01/2022	$534.64	SUPPLIES	3163	BANK OF AMERICA
3294	12/01/2022	$920.21	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA

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3295	12/01/2022	$4,936.85	SUPPLIES	3163	BANK OF AMERICA
3296	12/01/2022	$140,255.39	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
3297	12/01/2022	$7,752.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
3298	12/01/2022	$33,041.08	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
3299	12/01/2022	$59,124.27	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
3300	12/01/2022	$6,729.96	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3301	12/01/2022	$943.74	SUPPLIES	62880	AMERICAN MARKER
3302	12/01/2022	$35,815.48	CONTRACT SERVICES	3016	ANTARES GOLF LLC
3303	12/01/2022	$72,242.33	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
3304	12/01/2022	$1,688.52	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3305	12/01/2022	$2,464.66	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3306	12/01/2022	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
3307	12/01/2022	$2,060.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
3308	12/01/2022	$3,553.60	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
3309	12/01/2022	$66.72	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
3310	12/01/2022	$2,365.65	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
3311	12/01/2022	$36,558.95	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
3312	12/01/2022	$450.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
3313	12/01/2022	$1,260.71	SUPPLIES	26670	LIFE-ASSIST INC
3314	12/01/2022	$608.30	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
3315	12/01/2022	$8,546.00	CONTRACT SERVICES	3028	ONWARD ENGINEERING
3316	12/01/2022	$11,247.66	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
3317	12/01/2022	$5,763.41	CONTRACT SERVICES	2925	R-DOORS INC
3318	12/01/2022	$8,678.43	CONTRACT SERVICES	2382	SAFE USA INC
3319	12/01/2022	$2,602.81	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
3320	12/01/2022	$1,800.42	FUEL	1059	AMBER RESOURCES LLC
3321	12/01/2022	$195.46	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
	ACH Total	**$6,032,749.62**			

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598103	11/03/2022	$4,786.83	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
598104	11/03/2022	$789.49	UTILITY SERVICES	2257	AIRESPRING INC
598105	11/03/2022	$8,230.00	CONTRACT SERVICES	14	ALCORN FENCE COMPANY
598106	11/03/2022	$5,460.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
598107	11/03/2022	$548.85	UTILITY SERVICES	38380	AT&T
598108	11/03/2022	$589.57	UTILITY SERVICES	39550	AT&T
598109	11/03/2022	$3,362.60	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
598110	11/03/2022	$1,991.25	CONTRACT SERVICES	3499	AVIDEX INDUSTRIES LLC
598111	11/03/2022	$192.50	CONTRACT SERVICES	2769	KATALINA BELTRAN
598112	11/03/2022	$1,701.00	CONTRACT SERVICES	370	BK SIGNS INC
598113	11/03/2022	$12,300.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
598114	11/03/2022	$20,000.00	CONTRACT SERVICES	11080	CALIFORNIA WATER SERVICE CO
598115	11/03/2022	$1,283.92	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598116	11/03/2022	$765.70	CONTRACT SERVICES	40850	MARIA E CASAS
598117	11/03/2022	$81.60	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
598118	11/03/2022	$288.61	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598119	11/03/2022	$9,805.63	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
598120	11/03/2022	$1,189.47	SUPPLIES	2455	HASA, INC.
598121	11/03/2022	$525.00	CONTRACT SERVICES	2759	D F POLYGRAPH
598122	11/03/2022	$1,555.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
598123	11/03/2022	$5,477.40	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
598124	11/03/2022	$693.75	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
598125	11/03/2022	$111.46	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
598126	11/03/2022	$407.73	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598127	11/03/2022	$5,450.76	MACHINERY & EQUIPMENTS	3350	GARVEY EQUIPMENT COMPANY
598128	11/03/2022	$700.39	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
598129	11/03/2022	$16,895.00	CONTRACT SERVICES	74240	GLOBAL CTI GROUP INC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598130	11/03/2022	$127.31	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
598131	11/03/2022	$19,725.03	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
598132	11/03/2022	$2,020.87	ADVERTISING/PRINTING SERVICES	3063	HALO BRANDED SOLUTIONS INC
598133	11/03/2022	$650.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
598134	11/03/2022	$992.25	SUPPLIES	1169	JCM AND ASSOCIATES INC
598135	11/03/2022	$600.00	CONTRACT SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
598136	11/03/2022	$560.20	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
598137	11/03/2022	$4,300.00	CONTRACT SERVICES	41130	MIHM INC
598138	11/03/2022	$528.96	TRAINING	790	CITY OF MONTEBELLO PETTY CASH
598139	11/03/2022	$21,538.84	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
598140	11/03/2022	$30.00	CONTRACT SERVICES	2958	RACHEL YVONNE HOSKINS
598141	11/03/2022	$613.20	SUPPLIES	12180	MS FLOWERS
598142	11/03/2022	$1,556.34	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
598143	11/03/2022	$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
598144	11/03/2022	$8,313.58	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
598145	11/03/2022	$1,501.95	CONTRACT SERVICES	41180	MANUEL NUNEZ
598146	11/03/2022	$353.46	SUPPLIES	15620	OFFICE DEPOT INC
598147	11/03/2022	$4,008.92	FURNITURE & FIXTURES PURCHASES	3530	OFFICE RELIEF INC
598148	11/03/2022	$224.58	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
598149	11/03/2022	$440.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
598150	11/03/2022	$11,576.61	CONTRACT SERVICES	43510	QUIET CANNON MONTEBELLO INC
598151	11/03/2022	$300.00	CONTRACT SERVICES	1681	JAIME RODRIGUEZ
598152	11/03/2022	$105.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
598153	11/03/2022	$400.00	DUES & SUBSCRIPTIONS	3710	SAN GABRIEL VALLEY POLICE CHIEFS ASSOC
598154	11/03/2022	$91,289.33	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
598155	11/03/2022	$525.00	CONTRACT SERVICES	68000	JORGE SOTO
598156	11/03/2022	$134,828.91	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598157	11/03/2022	$666.41	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY

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598158	11/03/2022	$2,707.48	MISCELLANEOUS REVENUE	13330	STATE WATER RESOURCES CONTROL BOARD
598159	11/03/2022	$6,486.43	UTILITY SERVICES	526	T-MOBILE USA INC
598160	11/03/2022	$4,244.62	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598161	11/03/2022	$625.00	ADVERTISING/PRINTING SERVICES	3462	THE WALKING MAN INC
598162	11/03/2022	$522.59	SALES TAX LIABILITY	3110	TOMAS ALVARADO
598163	11/03/2022	$4,200.00	SUPPLIES	2611	TURBOSCAPE INC
598164	11/03/2022	$17,500.00	CONTRACT SERVICES	2699	KIM TUNRER
598165	11/03/2022	$2,129.81	SUPPLIES	45120	ULINE INC
598166	11/03/2022	$653.44	SUPPLIES	131	UNITED SITE SERVICES INC
598167	11/03/2022	$18,069.28	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
598168	11/03/2022	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
598169	11/03/2022	$3,886.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
598170	11/03/2022	$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
598171	11/03/2022	$393.99	SUPPLIES	3864	VORTEX USA INC.
598172	11/03/2022	$192.32	SUPPLIES	9470	W W GRAINGER INC
598173	11/03/2022	$250.71	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598174	11/03/2022	$100,812.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
598175	11/03/2022	$494.87	SUPPLIES	67320	WINZER CORPORATION
598176	11/03/2022	$1,160.87	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
598177	11/03/2022	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
598178	11/03/2022	$1,554.00	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
598179	11/10/2022	$270.50	TRAVEL & MEETINGS	3454	KIMBERLY GUILLEN
598180	11/10/2022	$19.85	ADVERTISING/PRINTING SERVICES	24200	AAT INC
598181	11/10/2022	$59.03	UTILITY SERVICES	1732	AT&T CORP
598182	11/10/2022	$143.50	FUEL	22520	HENRY AGUILAR JR
598183	11/10/2022	$1,386.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
598184	11/10/2022	$4.76	UTILITY SERVICES	39550	AT&T
598185	11/10/2022	$4,100.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC

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598186	11/10/2022	$1,298.84	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
598187	11/10/2022	$330.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
598188	11/10/2022	$15,000.00	CONTRACT SERVICES	3616	BRIDGE GROUP INVESTMENTS II LLC
598189	11/10/2022	$17,464.00	CONTRACT SERVICES	3611	CALIFORNIA CONSULTANTS
598190	11/10/2022	$1,711.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
598191	11/10/2022	$10,856.75	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598192	11/10/2022	$400.00	CONTRACT SERVICES	3892	CYNTHIA CAMACHO
598193	11/10/2022	$998.43	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598194	11/10/2022	$351.65	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598195	11/10/2022	$56,271.18	LEASE PAYMENT	1872	FIRST SECURITY FINANCE
598196	11/10/2022	$1,450.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598197	11/10/2022	$353.28	TRAINING	54160	MONIQUE DELLIBOVI
598198	11/10/2022	$6,350.00	CONTRACT SERVICES	50120	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC
598199	11/10/2022	$96.50	CONTRACT SERVICES	1117	FILE KEEPERS LLC
598200	11/10/2022	$4,344.49	UNIFORM EXPENSE	55650	GALLS LLC
598201	11/10/2022	$2,120.20	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
598202	11/10/2022	$2,181.57	ADVERTISING/PRINTING SERVICES	3307	HASHTAG PROMOTIONS LLC
598203	11/10/2022	$2,450.00	CONTRACT SERVICES	3781	HECTOR VILLALPANDO
598204	11/10/2022	$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
598205	11/10/2022	$13,278.00	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
598206	11/10/2022	$3,608.00	CONTRACT SERVICES	3321	JOSE LUIS ZAVALA
598207	11/10/2022	$22,736.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
598208	11/10/2022	$541.80	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
598209	11/10/2022	$749.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
598210	11/10/2022	$7,900.00	CONTRACT SERVICES	41130	MIHM INC
598211	11/10/2022	$380.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
598212	11/10/2022	$12,010.28	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598213	11/10/2022	$5,215.50	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS

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598214	11/10/2022	$150.00	GENERAL GOVERNMENT	3886	ANETTE NAVARRO
598215	11/10/2022	$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
598216	11/10/2022	$432.27	SUPPLIES	15620	OFFICE DEPOT INC
598217	11/10/2022	$70.00	PARKS AND RECREATION	3885	VERONICA ORTIZ
598218	11/10/2022	$2,700.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
598219	11/10/2022	$50.56	UTILITY SERVICES	100	PICO WATER DISTRICT
598220	11/10/2022	$57,584.52	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
598221	11/10/2022	$596.83	CONTRACT SERVICES	3279	PROCURE AMERICA INC
598222	11/10/2022	$208.38	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598223	11/10/2022	$209.30	TRAVEL & MEETINGS	3849	GARY T ROBINSON
598224	11/10/2022	$70.00	PARKS AND RECREATION	3884	SHIRAK SARGSYAN
598225	11/10/2022	$6,578.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
598226	11/10/2022	$937.52	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
598227	11/10/2022	$151.85	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
598228	11/10/2022	$8,618.01	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
598229	11/10/2022	$21,448.60	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598230	11/10/2022	$43,000.38	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
598231	11/10/2022	$1,042.61	CONTRACT SERVICES	3397	STERICYCLE INC
598232	11/10/2022	$621.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
598233	11/10/2022	$1,280.75	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598234	11/10/2022	$650.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598235	11/10/2022	$192.61	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
598236	11/10/2022	$4,464.69	CONTRACT SERVICES	652	TIMECLOCK PLUS
598237	11/10/2022	$14,852.66	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
598238	11/10/2022	$1,098.10	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
598239	11/10/2022	$8,365.60	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
598240	11/10/2022	$365.00	TRAINING	3883	UNIVERSAL PUBLIC PROCUREMENT CERTIFICATION COUNCIL
598241	11/10/2022	$7,305.52	UTILITY SERVICES	23610	VERIZON WIRELESS

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598242	11/10/2022	$84,154.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
598243	11/10/2022	$9,320.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
598244	11/10/2022	$2,035.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
598245	11/10/2022	$50,000.00	LIABILITY INSURANCE	3368	SAM PERLMUTTER CLIENT TRUST ACCOUNT
598246	11/17/2022	$3,416.00	CONTRACT SERVICES	3824	AAA RENTS AND EVENTS INC
598247	11/17/2022	$9,179.01	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
598248	11/17/2022	$1,927.50	CONTRACT SERVICES	3488	ASPIRE RX INC
598249	11/17/2022	$2,556.61	UTILITY SERVICES	39550	AT&T
598250	11/17/2022	$4,099.04	UTILITY SERVICES	39550	AT&T
598251	11/17/2022	$22.71	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
598252	11/17/2022	$15,725.26	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
598253	11/17/2022	$8,200.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
598254	11/17/2022	$200.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
598255	11/17/2022	$6,092.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
598256	11/17/2022	$8,007.30	BUILDING IMPROVEMENTS	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
598257	11/17/2022	$40.00	TRAINING	21620	BURRO CANYON ENTERPRISES INC
598258	11/17/2022	$650.00	TRAINING	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
598259	11/17/2022	$103.97	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598260	11/17/2022	$69.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598261	11/17/2022	$5,468.57	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598262	11/17/2022	$577.22	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598263	11/17/2022	$1,000.00	CONTRACT SERVICES	2683	COLIBRI ENTERTAINMENT INC
598264	11/17/2022	$1,611.32	SUPPLIES	2455	HASA, INC.
598265	11/17/2022	$641.00	CONTRACT SERVICES	11990	CUMMINS ALLISON CORP
598266	11/17/2022	$3,140.72	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
598267	11/17/2022	$480.76	CONTRACT SERVICES	3869	EARLYCHILDHOOD, LLC
598268	11/17/2022	$226.81	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
598269	11/17/2022	$2,005.24	SUPPLIES	7610	EWING IRRIGATION PRODUCTS

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598270	11/17/2022	$29.26	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
598271	11/17/2022	$1,976.40	UNIFORM EXPENSE	55650	GALLS LLC
598272	11/17/2022	$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
598273	11/17/2022	$127.31	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
598274	11/17/2022	$351.00	TRAINING	32140	GOLDEN WEST COLLEGE
598275	11/17/2022	$702.00	TRAINING	32140	GOLDEN WEST COLLEGE
598276	11/17/2022	$9,227.40	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
598277	11/17/2022	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
598278	11/17/2022	$3,904.98	CONTRACT SERVICES	3129	IXSYSTEMS INC
598279	11/17/2022	$6,800.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
598280	11/17/2022	$686.85	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS INC
598281	11/17/2022	$80.00	CARPOOL INCENTIVE	3893	MICHAEL FRANCO LOPEZ
598282	11/17/2022	$6,012.60	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
598283	11/17/2022	$11,412.62	ADVERTISING/PRINTING SERVICES	3116	MONARCH LITHO INC
598284	11/17/2022	$21,720.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
598285	11/17/2022	$55.56	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598286	11/17/2022	$9,116.54	CDBG - YMCA	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
598287	11/17/2022	$40.00	CARPOOL INCENTIVE	3657	STACEY MORALES
598288	11/17/2022	$1,469.17	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
598289	11/17/2022	$58,908.00	MACHINERY & EQUIPMENTS	3834	OPTIBUS INC.
598290	11/17/2022	$750.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
598291	11/17/2022	$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
598292	11/17/2022	$20.77	UTILITY SERVICES	36610	CITY OF PICO RIVERA
598293	11/17/2022	$262.01	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
598294	11/17/2022	$1,739.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
598295	11/17/2022	$40.00	CARPOOL INCENTIVE	3584	BRENDA RODRIGUEZ
598296	11/17/2022	$166.00	EDUCATION REIMBURSEMENT	3894	JOSE ESCAMILLA ROSAS
598297	11/17/2022	$200.00	TRAINING	121	ROSEMARY SANCHEZ

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598298	11/17/2022	$7,405.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
598299	11/17/2022	$250.00	CONTRACT SERVICES	68000	JORGE SOTO
598300	11/17/2022	$1,798.87	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
598301	11/17/2022	$26,984.71	FUEL	45630	SOUTHERN CALIFORNIA EDISON
598302	11/17/2022	$3,217.24	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
598303	11/17/2022	$836.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
598304	11/17/2022	$5,146.06	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598305	11/17/2022	$2,483.19	UTILITY SERVICES	72570	US TELEPACIFIC CORP
598306	11/17/2022	$93,185.98	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
598307	11/17/2022	$7,814.40	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
598308	11/17/2022	$2,350.20	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
598309	11/17/2022	$6,045.53	PUBLIC SAFETY	3895	EVELINA VILLA
598310	11/17/2022	$15,114.64	MACHINERY & EQUIPMENTS	3529	VOLCANIC PARTNERS LLC
598311	11/17/2022	$477.95	CONTRACT SERVICES	3572	JIM WARINO
598312	11/17/2022	$6,147.03	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598313	11/17/2022	$63.95	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
598314	11/17/2022	$894.53	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
598315	11/23/2022	$18,060.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
598316	11/23/2022	$75.00	CONTRACT SERVICES	13070	ANTHONY ALMEIDA
598317	11/23/2022	$2,385.56	UTILITY SERVICES	38380	AT&T
598318	11/23/2022	$252.85	UTILITY SERVICES	39550	AT&T
598319	11/23/2022	$58.01	UTILITY SERVICES	39550	AT&T
598320	11/23/2022	$68.64	SUPPLIES	3822	BRIGGS & STRATTON LLC
598321	11/23/2022	$708.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
598322	11/23/2022	$58.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598323	11/23/2022	$270.86	SUPPLIES	409	CARAVAN CANOPY INTL INC
598324	11/23/2022	$1,654.03	CONTRACT SERVICES	2922	ARA H BALAYAN
598325	11/23/2022	$293.46	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS

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598326	11/23/2022	$1,113.68	SUPPLIES	2455	HASA, INC.
598327	11/23/2022	$2,641.65	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598328	11/23/2022	$7,000.00	CONTRACT SERVICES	3556	DEMSEY FILLIGER & ASSOCIATES LLC
598329	11/23/2022	$13,803.15	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
598330	11/23/2022	$214.47	SUPPLIES	3869	EARLYCHILDHOOD, LLC
598331	11/23/2022	$7,296.66	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598332	11/23/2022	$250.00	GENERAL GOVERNMENT	3897	MARIBEL HERNANDEZ
598333	11/23/2022	$560.20	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
598334	11/23/2022	$19,251.73	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
598335	11/23/2022	$2,663.96	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598336	11/23/2022	$1,500.00	CONTRACT SERVICES	3413	ANDREW J NINMER
598337	11/23/2022	$1,191.67	SUPPLIES	15620	OFFICE DEPOT INC
598338	11/23/2022	$1,848.67	SUPPLIES	22	POSITIVE PROMOTIONS
598339	11/23/2022	$400.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
598340	11/23/2022	$542.34	TRAINING	121	ROSEMARY SANCHEZ
598341	11/23/2022	$549.00	TRAINING	1560	SOUTHERN CA INTERGOV TRAINING & DEV CENTER
598342	11/23/2022	$174.63	CONTRACT SERVICES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
598343	11/23/2022	$24,508.24	NOTES PAYABLE	45630	SOUTHERN CALIFORNIA EDISON
598344	11/23/2022	$27,156.12	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
598345	11/23/2022	$15,500.00	CONTRACT SERVICES	2708	STRYKE SECURITY INC
598346	11/23/2022	$1,187.50	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
598347	11/23/2022	$8,755.28	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
598348	12/01/2022	$4,004.36	UTILITY SERVICES	1732	AT&T CORP
598349	12/01/2022	$6,792.92	CONTRACT SERVICES	3577	ACTION DOOR REPAIR CORPORATION
598350	12/01/2022	$789.49	UTILITY SERVICES	2257	AIRESPRING INC
598351	12/01/2022	$75.00	CONTRACT SERVICES	13070	ANTHONY ALMEIDA
598352	12/01/2022	$5,920.13	UTILITY SERVICES	39550	AT&T
598353	12/01/2022	$105.00	CONTRACT SERVICES	2769	KATALINA BELTRAN

City of Montebello
Register of Demands No. 1542
From Payment Date 10/28/22 - To Payment Date 12/01/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598354	12/01/2022	$279.00	TRAINING	1285	LIFELINE TRAINING
598355	12/01/2022	$200.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
598356	12/01/2022	$428,623.00	MISCELLANEOUS EXPENSE	3286	DEPARTMENT OF TRANSPORTATION
598357	12/01/2022	$608.20	CONTRACT SERVICES	40850	MARIA E CASAS
598358	12/01/2022	$1,122.50	CONTRACT SERVICES	2922	ARA H BALAYAN
598359	12/01/2022	$27,520.00	BUILDING IMPROVEMENTS	1303	CERTIFIED ROOFING APPLICATORS INC
598360	12/01/2022	$185.00	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
598361	12/01/2022	$1,501.90	RETIREMENT	3128	CITY OF BELL GARDENS
598362	12/01/2022	$290.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
598363	12/01/2022	$3,852.31	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
598364	12/01/2022	$10,330.99	MACHINERY & EQUIPMENTS	26080	L N CURTIS & SONS
598365	12/01/2022	$350.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598366	12/01/2022	$13,421.68	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
598367	12/01/2022	$455,125.61	CONTRACT SERVICES	1146	DOUG MARTIN CONTRACTING COMPANY INC
598368	12/01/2022	$43.93	CONTRACT SERVICES	1117	FILE KEEPERS LLC
598369	12/01/2022	$525.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
598370	12/01/2022	$5,645.00	CONTRACT SERVICES	3846	GREGORY A MILES
598371	12/01/2022	$5,250.00	VEHICLE MAINTENANCE/EXPENSES	3501	JUSTIN HILL
598372	12/01/2022	$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
598373	12/01/2022	$250.00	GENERAL GOVERNMENT	3901	JESSE JIMENEZ
598374	12/01/2022	$250.00	GENERAL GOVERNMENT	3603	JOHN R JOSEPH
598375	12/01/2022	$16,617.12	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
598376	12/01/2022	$399,800.00	CONTRACT SERVICES	3422	MIKE BUBALO CONSTRUCTION CO INC
598377	12/01/2022	$10,000.00	CONTRACT SERVICES	3844	EMAD MIRGOLI
598378	12/01/2022	$149.50	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598379	12/01/2022	$70.00	PARKS AND RECREATION	3899	ALFREDO MONTENEGRO
598380	12/01/2022	$1,005.82	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
598381	12/01/2022	$12,879.00	PREPAID EXPENSES	25080	GOVERNMENTJOBS COM INC

City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598382	12/01/2022	$250.00	GENERAL GOVERNMENT	3903	PEDRO V NORIEGA
598383	12/01/2022	$971.85	CONTRACT SERVICES	41180	MANUEL NUNEZ
598384	12/01/2022	$588.83	SUPPLIES	15620	OFFICE DEPOT INC
598385	12/01/2022	$5,103.00	CONTRACT SERVICES	33510	PACIFIC FLOOR COMPANY INC
598386	12/01/2022	$8,200.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
598387	12/01/2022	$456.06	RETIREMENT	42490	LINDA PAYAN
598388	12/01/2022	$100.00	CONTRACT SERVICES	2709	ERNEST PERALTA
598389	12/01/2022	$250.00	GENERAL GOVERNMENT	3906	ALMA PEREZ
598390	12/01/2022	$799.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
598391	12/01/2022	$177.69	CONTRACT SERVICES	51	PODS ENTERPRISES LLC
598392	12/01/2022	$6,455.26	CONTRACT SERVICES	3279	PROCURE AMERICA INC
598393	12/01/2022	$2,315.92	SUPPLIES	503	QUADIENT INC
598394	12/01/2022	$6,681.00	CONTRACT SERVICES	2944	RESERV CONSTRUCTION
598395	12/01/2022	$3,005.97	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
598396	12/01/2022	$53,368.36	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
598397	12/01/2022	$565.00	CONTRACT SERVICES	3904	SARAH C MOORE
598398	12/01/2022	$600.00	CONTRACT SERVICES	61140	MICHAEL SAVEDRA
598399	12/01/2022	$44,911.09	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS INC
598400	12/01/2022	$6,331.42	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
598401	12/01/2022	$468.27	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598402	12/01/2022	$263.70	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
598403	12/01/2022	$1,810.94	CONTRACT SERVICES	11240	TED LEVINE DRUM COMPANY
598404	12/01/2022	$3,941.41	UTILITY SERVICES	72570	US TELEPACIFIC CORP
598405	12/01/2022	$494,704.89	CONTRACT SERVICES	2789	TREND SPORTS LLC
598406	12/01/2022	$535.60	RETIREMENT	27300	ROBERT C TUFANO
598407	12/01/2022	$315.00	TRAINING	3883	UNIVERSAL PUBLIC PROCUREMENT CERTIFICATION COUNCIL
598408	12/01/2022	$55.00	GENERAL GOVERNMENT	3902	BENJAMIN VENTURA
598409	12/01/2022	$494.50	UTILITY SERVICES	23610	VERIZON WIRELESS

City of Montebello
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From Payment Date 10/28/22 - To Payment Date 12/01/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598410	12/01/2022	$1,189.06	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598411	12/01/2022	$612.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
598412	12/01/2022	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
598413	12/01/2022	$840.00	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
	Total	**$3,731,619.85**			
Successor Agnecy (SA)					
1497	11/10/2022	$6,150.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
	SA Total	**$6,150.00**			
	Grand Total	**$9,770,519.47**			

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager
Arnold Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

SUBJECT: **AMENDMENT OF AGREEMENT NO'S. 893, 3213, AND 3323 RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES**

DATE: December 21, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated hotel business entities in substantially the form as presented; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The proposed eleventh (11th) amendment to the food and beverage license agreement would result in an adjustment and update to the rent calculations relating to the gross revenue benchmarks applied in the License Agreement.

BACKGROUND/DISCUSSION:

Since 1974, Quiet Cannon Management (QCM) and its predecessor has been in contract with the City of Montebello to operate the Quiet Cannon banquet and meeting location, club house facility and related properties at the golf course. This right included exclusive rights for food and beverage sales and distribution for these various properties. When the Hilton Garden Inn and Home2Suites hotels were constructed, QCM's exclusive rights were extended to these two properties.

The City has recently approved various improvements to the golf course property with the intent of remodeling and constructing new golf course facilities, a new club house property and Topgolf driving range and entertainment complex, as evidenced by recent City Council action. In addition, certain changes to the existing Quiet Cannon License Agreement have been developed to address the golf course improvements and potential golf course campus opportunities. Amendments to existing management agreements are also being presented to align the terms of the hotel management operations agreement to be consistent with the term of the Topgolf operations lease/sub-lease.

The agreements presented to the City Council are essential to accomplish the objectives of defining QCM's role and rights vis-a-vie the new improvements at the Golf Course property and to retain continuity and consistency in the overall golf course and hotel facilities.

ENVIRONMENTAL:

Pursuant to the provisions of CEQA Section 15061(b)(3), the project is considered covered by the common sense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Consideration of the above-referenced agreements by the City Council does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Any future development will be subject to compliance with the Surplus Land Act, CEQA, and other applicable laws and regulations.

ANALYSIS:

N/A

SUMMARY:

There are three agreements presented to the City Council for consideration and approval:

- Eleventh Amendment to the Existing License Agreement between the City and Quiet Cannon M<anagement (QCM)
- Extension of the Management rights period for the Hilton Garden Inn hotel
- Extension of the Management rights period for the Home2Suites hotel

If approved, these agreements would accomplish the following:

- Establish an Eleventh Amendment to the existing License Agreement between the City and QCM

- Extend the current hotel management agreements between the QCM affiliated parties and the City for a period of thirty (30) years.

ATTACHMENT(S)

1. Agr. No. 3213 - First Amendment - H2S Renewal
2. Agr. No. 3323 - First Amendment - HGI Renewal
3. Agr. No. 893 - 11th Amendment to License Agreement

NEXT STEPS:

N/A

FIRST AMENDMENT TO AGREEMENT NO. 3213

HOTEL OPERATIONS, MANAGEMENT AND MAINTENANCE AGREEMENT

BETWEEN

CITY OF MONTEBELLO

AND

HOTEL2SUITES LLC

FOR

HOME2 SUITES BY HILTON

FIRST AMENDMENT TO HOTEL OPERATIONS, MANAGEMENT AND

MAINTENANCE AGREEMENT

This First Amendment to Hotel Operations, Management and Maintenance Agreement ("First Amendment") dated December 14, 2022, and is entered into by and between the City of Montebello, (hereinafter "City") and Hotel2Suites LLC, a California limited liability company, (hereinafter "H2S"), and pertains to the Home2 Suites by Hilton described further herein and intended to amend the term of H2S' Hotel Operations, Management and Maintenance Agreement, dated _____ ("Agreement").

RECITALS

A. The City owns certain real property (the "Site") located in the City of Montebello known as 988 Via San Clemente and surrounded by the Montebello Championship Golf Course, Country Club, Quiet Cannon and Hilton Garden Inn (the "Golf Course Property"), with the Golf Course Property and the foregoing listed improvements referred to hereinafter as the "CAMPUS". The City desires the operations, management and maintenance of a premium hotel facility on the Site (the "Hotel Facility"), and desires to enter into an agreement with H2S to continue to provide the Home2 Suites by Hilton Franchise for the Hotel Facility, and to operate, manage and maintain said Hotel Facility, as well as provide food & beverage for the Hotel Facility through Quiet Cannon Montebello Inc.

B. The City has no expertise or experience with respect to providing a major Hotel franchise and food + beverage, operating, managing, or maintaining facilities such as the Hotel Facility, nor with creating and implementing an actionable long-term business plan for the Hotel Facility that compliments and works in synergy with the Golf Course Property and CAMPUS, which includes: Montebello Championship Golf Course, Hilton Garden Inn, Quiet Cannon, and Home2Suites.

C. The City desires experienced business ownership with quality operations, management and hotel room sales and marketing experience and services for the Hotel Facility with an ongoing business plan for the continued success thereof. Among other things, such expertise and services will: provide the expertise and competent management necessary to enhance City revenues and optimize the synergy between multiple operations on the Golf Course Property; bring a "Campus Environment and Guest Experience" to the CAMPUS; optimize use of the Hotel Facility; develop and manage a marketing, promotion and sales team for the Hotel Facility; enhance the reputation and image of the Hotel Facility as well as the entire CAMPUS, Montebello business community and the City of Montebello. The CAMPUS has a major impact on the overall image of the City of Montebello as viewed by the community at-large and Southern California cities, businesses, visitors, and guests.

D. H2S is in the business of developing, operating, managing, maintaining, and improving hotel facilities, including providing those services described herein the Agreement. H2S warrants and represents that it possesses the unique knowledge, skill, and experience necessary to provide the quality and level of services which the City desires.

E. The City is desirous of having H2S provide the services described in the Agreement with respect to the Home2 Suites Franchise, business plan and development, operations management, maintenance, and operation of the Hotel Facility commencing on the first date of the "Term" defined below, and H2S desires such engagement on the terms and conditions set forth herein.

F. It is now contemplated by City to enhance the Golf Course by building two new high-tech golf courses, one of which is night lit, along with a new clubhouse facility and Topgolf. Hotel2Suites LLC dba Home2 Suites by Hilton Los Angeles Montebello hereby agrees and approves of such improvements in place of the old Golf Course facility.

G. Condition of Effectiveness of this Agreement. This Agreement is operational and effective only upon the approval of any and all Topgolf agreements for construction and operation with the City for the Driving Range Project and Modernization Project.

NOW, THEREFORE, in consideration of the mutual promises, contained herein and other considerations the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I.
OPERATIONS PHASE

Section 1.1 Term. shall be amended as follows:

The "Operations Phase" shall commence on December 14, 2022 and shall continue for thirty (30) years and expire on December 13, 2052.

The extension set forth in Section 1.1 shall be subject to the determination by a qualified real estate evaluation which reviews, evaluates and concludes that the usable lifetime expectancy and economic value of the hotel is equal to or exceeds the period of thirty (30) years. Upon such evaluation being submitted to the City, the term extensions will then be in effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

"City"

ATTEST:

CITY OF MONTEBELLO

By:_____
City Clerk

By:_____
City Manager

Approved as to form:

By:_____
City Attorney

Hotel2 Suites LLC

_____
Its Managing Member, Brad Perrin

Approved as to form:

_____
John Harper, Counsel for H2S

FIRST AMENDMENT TO AGREEMENT NO. 3323

HOTEL OPERATIONS, MANAGEMENT AND MAINTENANCE

AGREEMENT BETWEEN CITY OF MONTEBELLO

AND HOTEL ADVENTURES LLC

FOR HILTON GARDEN INN BY HILTON

FIRST AMENDMENT TO HOTEL OPERATIONS, MANAGEMENT AND

MAINTENANCE AGREEMENT

This First Amendment to Hotel Operations, Management and Maintenance Agreement ("First Amendment") dated December 14, 2022, and is entered into by and between the City of Montebello, (hereinafter "City") and Hotel Adventures LLC, a California limited liability company, (hereinafter "HALLC"), and pertains to the Hilton Garden Inn by Hilton described further herein and intended to amend the term of HALLC's Hotel Operations, Management and Maintenance Agreement, dated _____ ("Agreement").

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RECITALS

A. The City owns certain real property (the "Site") located in the City of Montebello known as 801 Via San Clemente and surrounded by the Montebello Championship Golf Course, Country Club, Quiet Cannon and Home2 Suites by Hilton (the "Golf Course Property"), with the Golf Course Property and the foregoing listed improvements referred to hereinafter as the "CAMPUS". The City desires the operations, management and maintenance of a premium hotel facility on the Site (the "Hotel Facility"), and desires to enter into an agreement with HALLC to continue to provide the Hilton Garden Inn by Hilton Franchise for the Hotel Facility, and to operate, manage and maintain said Hotel Facility, as well as provide food & beverage for the Hotel Facility through Quiet Cannon Montebello Inc.

B. The City has no expertise or experience with respect to providing a major Hotel franchise and food + beverage, operating, managing, or maintaining facilities such as the Hotel Facility, nor with creating and implementing an actionable long-term business plan for the Hotel Facility that compliments and works in synergy with the Golf Course Property and CAMPUS, which includes: Montebello Championship Golf Course, Hilton Garden Inn, Quiet Cannon, and Home2Suites.

C. The City desires experienced business ownership with quality operations, management and hotel room sales and marketing experience and services for the Hotel Facility with an ongoing business plan for the continued success thereof. Among other things, such expertise and services will: provide the expertise and competent management necessary to enhance City revenues and optimize the synergy between multiple operations on the Golf Course Property; bring a "Campus Environment and Guest Experience" to the CAMPUS; optimize use of the Hotel Facility; develop and manage a marketing, promotion and sales team for the Hotel Facility; enhance the reputation and image of the Hotel Facility as well as the entire CAMPUS, Montebello business community and the City of Montebello. The CAMPUS has a major impact on the overall image of the City of Montebello as viewed by the community at-large and Southern California cities, businesses, visitors, and guests.

D. HALLC is in the business of developing, operating, managing, maintaining, and improving hotel facilities, including providing those services described herein the Agreement. HALLC

warrants and represents that it possesses the unique knowledge, skill, and experience necessary to provide the quality and level of services which the City desires.

E. The City is desirous of having HALLC provide the services described in this First Amendment with respect to the Hilton Garden Inn Franchise, business plan and development, operations management, maintenance, and operation of the Hotel Facility commencing on the first date of the "Term" defined below, and HALLC desires such engagement on the terms and conditions set forth herein.

F. It is now contemplated by City to enhance the Golf Course by building two new high-tech golf courses, one of which is night lit, along with a new clubhouse facility and Topgolf. Hotel Adventures LLC dba Hilton Garden Inn Los Angeles Montebello hereby agrees and approves of such improvements in place of the old Golf Course facility.

G. The City and HALLC desire to amend the term of HALLC to operate the Hilton Garden Inn as set forth in Section 1.1.

H. Condition of Effectiveness of this Agreement. This Agreement is operational and effective only upon the approval of any and all Topgolf agreements for construction and operation with the City for the Driving Range Project and Modernization Project.

NOW, THEREFORE, in consideration of the mutual promises, contained herein and other considerations the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I. OPERATIONS PHASE

Section 1.1 Term. shall be amended as follows:

The "Operations Phase" shall commence on December 26, 2022 and shall continue for thirty (30) years and expire on December 23, 2052.

The extension set forth in Section 1.1 shall be subject to the determination by a qualified real estate evaluation which reviews, evaluates and concludes that the usable lifetime expectancy and economic value of the hotel is equal to or exceeds the period of thirty (30) years. Upon such evaluation being submitted to the City, the term extensions will then be in effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

"City"

ATTEST:

By:_____
Christopher Jimenez
City Clerk

CITY OF MONTEBELLO

By:_____
Rene Bobadilla
City Manager

Approved as to form:

By:_____
Arnold M. Alvarez-Glasman
City Attorney

Hotel Adventures LLC

_____
Its Managing Member, Brad Perrin

Approved as to form:

_____
John Harper, Counsel for HALLC

AGREEMENT NO. 893
ELEVENTH AMENDMENT TO LICENSE AGREEMENT

This Eleventh Amendment to the License Agreement ("Agreement") effective December 14, 2022, and is entered into by and between the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and QUIET CANNON MONTEBELLO INC., a California corporation, (hereinafter referred to as "The Licensee"), with reference to the following facts:

RECITALS

A. City and Licensee (referred to individually at times as a "Party" or jointly as the "Parties") are Parties to that certain unrecorded License Agreement originally dated August 15, 1978, and subsequently amended on ten (10) previous occasions (the "License Agreement"), which concerns that certain real property owned by the City and generally located at 988 Via San Clemente, City of Montebello, California, 90640, and commonly known as the Montebello Municipal Golf Course (the "Property").

B. Among other things, the License Agreement grants Licensee the exclusive right to provide, prepare, distribute, serve and sell all food, beverage, and other consumables to patrons of the 118-acre Golf Course, as well the exclusive right to operate the Quiet Cannon Conference & Events Center ("Quiet Cannon"), and the exclusive right to operate the existing clubhouse facility located on the Property.

C. By way of the Eighth Amendment, the City acknowledged Licensee's right to provide food, beverage, and related services to the then-newly constructed Hilton Garden Inn hotel located on a portion of the Property; and subsequently, by way of the Tenth Amendment, the City acknowledged Licensee's right to provide food, beverage, and related services to the then-newly constructed Home2Suites hotel located on a portion of the Property (jointly the "Existing Hotels").

D. The City intends to upgrade and modernize the Property and associated amenities with a two (2)-part project: (1) construction of a modern driving range complex with entertainment, restaurant / bar, and retail amenities on a, 18-acre portion of the Golf Course that, following construction, will be operated by a third-party selected by the City under a lease agreement ("Driving Range Project"); and (2) redesign and modernization of the remainder of the Golf Course with a new 9-hole championship golf course, new clubhouse to replace the existing Clubhouse ("New Clubhouse"), and associated amenities (the "Golf Course Project"). The Licensee acknowledges that they have been included in the design and location of the Golf Course Project, including all improvements and adjustments to or construction of buildings, golf course improvements, parking realignment and related site modifications, and by entering into this Eleventh Amendment agree to the design and location of the improvements of the Golf Course Project.

E. City and Licensee desire to enter into this Eleventh Amendment to the License Agreement to memorialize their goals, rights, and objectives relating to Driving Range Project, the Golf Course Project, and the Property generally for the remaining term of the License Agreement.

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AGREEMENT

1. PREMISES AMENDMENT:

Paragraph 3 of the License Agreement (PREMISES) is amended by deleting sub-paragraphs (b)(1), (b)(2), (b)(3), and (b)(4) and in their entirety, and replacing said paragraphs with a new subparagraphs (b) and (d) to read as follows:

(b) This License Agreement also permits Licensee to use the additional premises of the current golf course cart barn storage facility, current golf course pro shop facility and current golf course men's and women's locker rooms in accordance with the terms of the License Agreement, as such areas are shown on Exhibit "A" to the 11th Amendment to this License Agreement. Within sixty (60) days of the effective date of the 11th Amendment, City shall be responsible for the removal of items from these premises and leave Licensee with the premises in a usable condition, clean of debris and ready for interior tenant improvements, which Licensee shall have the right (but not the obligation) to improve. All F&B sales generated by the new expanded indoor and outdoor premises shall be included as revenues in accordance with percentage rent paid to City by Licensee in the existing License Agreement, while other uses such as storage space, offices, green rooms, bridal rooms and other uses will require no additional rent to be paid by Licensee to City. With the removal of the golf operation from the Clubhouse and re-formatting of the golf course, the current putting green space and starter become unneeded and shall be re-formatted by City to provide a wedding ceremony space with landscaping and lighting, as well as ancillary landscaping improvements for Licensee, which shall be available for rent in addition to F&B sales which will generate additional revenue for the City.

(d). This License Agreement among other things grants Licensee the exclusive right to provide, prepare, distribute, serve, and sell all food, beverage, and other consumables to patrons of the golf course property: specifically to the area of the current championship golf course, Bicknell Park, and any additional contiguous land areas that the CITY may acquire or control along the golf course property.

2. HOTEL FACILITIES AMENDMENT:

Paragraph (52) of the License Agreement, as added by the Eight Amendment and subsequently modified by the Tenth Amendment by adding subparagraph (b), is hereby modified by adding subparagraph (c), (d) and (e) as follows:

(c) It is hereby acknowledged by the Parties that term of the hotel management agreement the between the City of Montebello and Hotel Adventures dated November 29, 2017, pertaining to the Hilton Garden Inn by Hilton, has been extended to August 24, 2052, by way of a first amendment to the hotel management agreement dated even herewith.

(d) It is hereby acknowledged by the Parties that the term of the hotel management and agreement between the City of Montebello and Hotel2Suites LLC dated May 26, 2016,

pertaining to the Home2Suites by Hilton, has been extended to August 24, 2052, by way of a first amendment to the hotel management agreement dated even herewith.

3. F&B RIGHTS FOR FUTURE IMPROVEMENTS:

The License Agreement is amended to add paragraph (56) relating to future improvements at the Property:

(56) FUTURE IMPROVEMENTS ON THE PROPERTY.

City acknowledges that Licensee desires to facilitate the planning, design, develop, building, construction, operation and management of a New Conference and Events Center to be located on a portion of the Property, together with two (2) new hotels, restaurant(s), and similar facilities that will complement and increase revenue opportunities of the existing City-owned facilities and other amenities now existing or under development on the Property, with the construction and operation of such future improvements to be without any cost to the City. The City agrees and commits to working cooperatively and collaboratively with Licensee to conduct due diligence, environmental and planning studies to determine the feasibility of developing and operating such facilities on the Property. Consistent with the terms of the License Agreement, the parties acknowledge and agree that, to the extent such future facilities include or offer food and beverage service, Licensee has and shall have the exclusive right to provide such food and beverage service, regardless of whether said facilities are owned or developed by Licensee or a third-party.

4. COMPENSATION:

Paragraph 6 of the License Agreement (COMPENSATION) is hereby amended as follows:

(a) In subparagraph (a), the term “one million dollars” shall be replaced with “ten million dollars”.
(b) In subparagraph (b), the phrase “in excess of one million dollars, but less than one million two hundred fifty thousand dollars” shall be replaced with “in excess of ten million dollars, but less than twelve million dollars”.
(c) In subparagraph (c), the phrase “in excess of one million two hundred fifty thousand dollars, but less than one million five hundred thousand dollars” shall be replaced with “in excess of twelve million dollars, but less than fourteen million dollars”.
(d) In subparagraph (d), the phrase “in excess of one million five hundred thousand dollars, but less than one million seven hundred fifty thousand dollars” shall be replaced with “in excess of fourteen million dollars, but less than sixteen million dollars”.
(e) In subparagraph (e), the phrase “in excess of one million seven hundred fifty thousand dollars” shall be replaced with “in excess of sixteen million dollars, but less than eighteen million dollars”.
(f) In subparagraph (f), the phrase “in excess of two million dollars” shall be replaced with “in excess of eighteen million dollars”
(g) A new subparagraph (g) is hereby added to paragraph 6 as follows:

(g) All revenues generated from the Land Tariff, Resort Fee, Tourism Fee, Energy Tariff, Environmental Fee, Hospitality Fee and any similar future fees, taxes or tariffs imposed

on the Property (or any portion thereof) shall not be included in the calculation of "gross receipts."

5. FIXTURES:

The License Agreement is amended to add a paragraph (57) relating to fixtures within the Quiet Cannon Events Center and ownership thereof:

(57) QUIET CANNON FIXTURES:

All trade fixtures and equipment, signs, appliances, furniture, and other personal property of any nature located within or on the Quiet Cannon premises as of the date of the 11th Amendment, or purchased and installed by Licensee in the future for Quiet Cannon and installed on the premises shall not become a part of the real property and may be removed by Licensee from the premises at any time prior to sixty (60) days following the expiration or termination of this License Agreement. Notwithstanding the forgoing, at any time Quiet Cannon may choose to donate any or all of the trade fixtures, equipment, signs, appliances, furniture and other personal property to the City, subject to the City's acceptance of the property offered by the Quiet Cannon This section shall supersede and prevail over any other term or provision in the License Agreement relating to fixtures prior to the effective date of the 11th Amendment."

6. EFFECT OF ELEVENTH AMENDMENT OF LICENSE AGREEMENT:

Except as hereby amended by this Eleventh Amendment, the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed on the day and year first written.

CITY:
CITY OF MONTEBELLO

By: _____
Its Mayor, Kimberly Cobos-Cawthorne

Approved as to Form:

_____
Arnold Alvarez-Glasman
City Attorney

By: _____
Its City Manager, Rene Bobadilla

_____	QUIET CANNON MONTEBELLO INC.
City Clerk	
_____	By: _____
QCM Counsel, John Harper	Its President/CEO, Brad Perrin